

State of New Hampshire Department of Health and Human Services

REQUEST FOR APPLICATION RFA-2019-DPHS-04-NHCAR

FOR

Providers for the NH Care Program

April 20, 2018



REQUEST FOR APPLICATIONS

1. Request for Services

1.1. Purpose

This Request for Applications (RFA) is published to solicit applications from vendors who are licensed to provide one or more of the following services for individuals enrolled in the New Hampshire CARE Program:

- Oral Health Care Services to provide necessary dental treatment.
- Mental Health & Substance Use Disorder Counseling and Treatment Services.
- Outpatient/Ambulatory Health & Tuberculosis Care Services.
- Home & Community-Based Health & Tuberculosis Care Services.

The Department intends to establish a list of vendors able to provide services, identified above as described in Appendix F through I.

1.2. Scope of Services

- 1.2.1. The NH CARE Program receives funding from the Health Resources and Services Administration (HRSA), Ryan White HIV/AIDS Program, Part B for medical services, oral health, and home health care services. HRSA funding is in accordance with the Ryan White HIV/AIDS Treatment Extension Act of 2009.
- 1.2.2. The intent of the legislation and federal funding is to assure access to care for financially eligible individuals living with HIV/AIDS. A recipient of federal funding, the NH Ryan White CARE Program is subject to the federal mandate to implement contractual agreements with all service providers and to maintain nationally accepted fiscal, programmatic, and monitoring standards established by HRSA. Federal regulation also requires that NH Ryan White CARE Program funds be used as a "payer of last resort."
- 1.2.3. Selected vendors must adhere to all applicable legislative and programmatic requirements as they provide agreed-upon services under the scope of their contracts in accordance with the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act legislation, administered by the U.S. Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA), HIV/AIDS Bureau (HAB) and the Tuberculosis Financial Assistance (TBFA) Program.
- 1.2.4. Selected vendors must ensure that those funds are utilized for their intended purpose and must expend those funds in compliance with requirements set forth in the Human Resources Services Administration (HRSA) National Monitoring Standards, as instructed by the Division of



Public Health (DPHS). The National Monitoring Standards may be found online:

1.2.4.1. Fiscal Standards:

<https://hab.hrsa.gov/sites/default/files/hab/Global/fiscalmonitoringpartb.pdf>

1.2.4.2. Program Standards:

<http://hab.hrsa.gov/manageyourgrant/files/programmonitoringpartb.pdf>

1.2.4.3. Universal Standards:

<http://hab.hrsa.gov/manageyourgrant/files/universalmonitoringpartab.pdf>

- 1.2.5. Selected vendors must be free from any mental or physical impairments or conditions that would preclude abilities to competently perform essential functions or duties described in the resulting agreement.
- 1.2.6. Selected vendors must act as representatives of the NH CARE Program to provide services specified in their applications to individuals who are enrolled in the NH CARE Program.
- 1.2.7. Selected vendors must maximize billing to private and commercial insurances as well as Medicare and Medicaid for all reimbursable services rendered. The Department is the payer of last resort for services provided through the NH CARE Program.
- 1.2.8. Selected vendors must participate in annual site visits with Department staff.
- 1.2.9. Selected vendors may have the opportunity to apply for micro-grants in the amounts of \$5,000 per year, as detailed in each applicable Appendix.
- 1.2.10. Selected vendors must agree to provide services in accordance with Section 1 of this RFA and any applicable Appendices.

1.3. Compensation & Contract Value

- 1.3.1. Contracts resulting from this Request for Applications will have shared price limitations for each of the services listed in Subsection 1.1, as follows:
 - 1.3.1.1. Oral Health Care Services - \$275,000
 - 1.3.1.2. Mental Health & Substance Use Disorder Counseling and Treatment Services - \$82,500
 - 1.3.1.3. Outpatient/Ambulatory Health & Tuberculosis Care Services - \$412,000
 - 1.3.1.4. Home & Community-Based Health & Tuberculosis Care Services - \$110,000
- 1.3.2. Details regarding services and shared price limitations as well as micro-grant information can be found in the Appendices related to each of the services identified above.



1.4. Contract Period

Contracts resulting from this RFA will be effective July 1, 2018 or upon Governor and Executive Council, whichever is later, through March 31, 2021.

1.5. Mandatory Responses to RFA Questions

- Q1. *What is your experience with providing services to individuals eligible for services through the NH CARE Program?*
- Q2. *Provide resumes of key staff that will be providing direct services. Medical Director Curriculum Vitae is sufficient for Outpatient/Ambulatory Health Services Provider.*
- Q3. *Provide copies of current medical licenses or Medical Director's License (Outpatient/Ambulatory Health Services Provider), credentials and/or certifications.*

1.6. RFA Evaluation

- | | |
|---|-----------|
| 1.6.1. Experience (Q1) | 50 Points |
| 1.6.2. Curriculum Vitae or Resumes (Q2) | 25 Points |
| 1.6.3. Medical Licenses, Credentials and/or Certificates (Q3) | 25 Points |

1.7. Request for Applications Terminology

DHHS – Department of Health and Human Services

RFA – Request for Applications. A Request for Applications means an invitation to submit an offer to provide identified services to an agency where the amount of funding available and the particulars of how the services are to be provided are defined by the agency and where the selection of qualifying vendors will be according to identified criteria as provided in RSA 21-I:22-a and RSA 21-I:22-b.

NH CARE Program – The Ryan White CARE Act (Comprehensive Acquired Immune Deficiency Syndrome Resources Emergency) aims to increase accessibility to health care and support services for persons living with the human immunodeficiency virus (HIV).

DHHS receives funding to provide life-sustaining medications and to ensure quality clinical and case management services to NH residents who are infected with HIV.

TBFA – The TBFA was established to ensure that New Hampshire residents with active tuberculosis (TB) suspect active TB or High-Risk Latent TB infection (LTBI) that have no other resources may access TB-specific quality patient care.

2. Notices

2.1. RFA Amendment

DHHS reserves the right to amend this RFA, as it deems appropriate prior to the



Application submission deadline on its own initiative or in response to issues raised through Applicant questions. In the event of an amendment to the RFA, DHHS, at its sole discretion, may extend the Application submission deadline. The amended language will be posted on the DHHS Internet site.

2.2. Application Submission

- 2.2.1. Applications submitted in response to this RFA must be received no later than the time and date specified in Section 3.2. Applications must be addressed for delivery to the Procurement Coordinator identified in Section 3.2.1. Applications must be marked with **RFA-2019-DPHS-04-NHCAR.**
- 2.2.2. Disqualified submissions will be discarded if not re-claimed by the Applicant by the time the contract is awarded. Delivery of the Application shall be at the Applicant's expense. The time of receipt shall be considered when an Application has been received by DHHS, in accordance with its established policies. The State accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Applicant's responsibility.
- 2.2.3. Applicants shall be presumed to be in agreement with the terms and conditions of the RFA and the sample contract in Appendix B, unless Applicant takes specific exception to one or more conditions through specifying these on Appendix A. For instructions see Appendix A.

2.3. Contract Monitoring Provisions

- 2.3.1. The Department will identify all vendors as being either a Contractor or a Subrecipient in accordance with 2 CFR 200.0. et seq.
- 2.3.2. The Department will determine if enhanced monitoring is necessary to address any risks identified through the risk assessment questionnaire. See Appendix D Contract Monitoring Provisions.

2.4. Compliance

- 2.4.1. Applicants must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.
- 2.4.2. Culturally and Linguistically Appropriate Standards
 - 2.4.2.1. The New Hampshire Department of Health and Human Services (DHHS) is committed to reducing health disparities in New Hampshire. DHHS recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, DHHS is strongly committed to providing culturally and linguistically competent



programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that commitment DHHS continuously strives to improve existing programs and services, and to bring them in line with current best practices.

- 2.4.2.2. DHHS requires all contractors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.
- 2.4.2.3. There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Section of the RFP, and, in the Vendor/RFP section of the DHHS website.
- 2.4.2.4. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.
- 2.4.2.5. Applicants are expected to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.
- 2.4.2.6. Successful Applicants will be:
 - 2.4.2.6.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor



and Council; and

- 2.4.2.6.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the DHHS website.
- 2.4.2.7. The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:
 - 2.4.2.7.1. The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);
 - 2.4.2.7.2. The frequency with which LEP individuals come in contact with the program, activity or service;
 - 2.4.2.7.3. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service; and
 - 2.4.2.7.4. The resources available to the organization to provide language assistance.
- 2.4.2.8. **Applicants are required to complete the TWO (2) steps listed in the Appendix C to this RFA, as part of their Application.** Completion of these two items is required not only because the provision of language and/or communication assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the required factors will help inform Applicants' program design, which in turn, will allow Applicants to put forth the best possible Application.
- 2.4.2.9. For guidance on completing the two steps in Appendix D, please refer to Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Addendum of the RFA, which is posted on the DHHS website. <http://www.dhhs.nh.gov/business/forms.htm>.

2.5. Non-Collusion

The Applicant's required signature on the Transmittal Cover Letter for an Application submitted in response to this RFA guarantees that the prices, terms and conditions, and services have been established without collusion with other



Applicants and without effort to preclude DHHS from obtaining the best possible Application.

2.6. Applicant Withdrawal

Prior to the Closing Date for receipt of Applications, an Application may be withdrawn by submitting a written request for its withdrawal to Procurement Coordinator identified in Section 3.2.2.

2.7. Public Disclosure

- 2.7.1. The content of a bidder's Application must remain confidential until the Governor and Executive Council have approved a contract as a result of this RFA. A Bidder's disclosure or distribution of the contents of its Application, other than to the State, will be grounds for disqualification at the State's sole discretion.
- 2.7.2. The content of each Application and addenda thereto will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of an Application in response to this RFA may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFA will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.
- 2.7.3. Insofar as an Applicant seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Applicant must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This should be done by separate letter identifying by page number and Application section the specific information the Applicant claims to be exempt from public disclosure pursuant to RSA 91-A:5.
- 2.7.4. Each Applicant acknowledges that DHHS is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. DHHS shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event DHHS receives a request for the information identified by an Applicant as confidential, DHHS shall notify the Applicant and specify the date DHHS intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Applicant's responsibility and at the Applicant's sole expense. If the Applicant fails to obtain a court order enjoining the disclosure, DHHS may release the information on the date DHHS specified in its notice to the Applicant without incurring any liability to the Applicant.



2.8. Non-Commitment

Notwithstanding any other provision of this RFA, this RFA does not commit DHHS to award a Contract. DHHS reserves the right to reject any and all Applications or any portions thereof, at any time and to cancel this RFA and to solicit new Applications under a new Application process.

2.9. Liability

By submitting an Application in response to this RFA, an Applicant agrees that in no event shall the State be either responsible for or held liable for any costs incurred by an Applicant in the preparation or submittal of or otherwise in connection with an Application, or for work performed prior to the Effective Date of a resulting contract.

2.10. Request for Additional Information or Materials

During the period from date of Application submission to the date of Contractor selection, DHHS may request of any Applicant additional information or materials needed to clarify information presented in the Application. Key personnel shall be available for interviews.

2.11. Oral Presentations and Discussions

DHHS reserves the right to require some or all Applicants to make oral presentations of their Application. Any and all costs associated with an oral presentation shall be borne entirely by the Applicant.

2.12. Contract Negotiations and Unsuccessful Applicant Notice

- 2.12.1. If an Applicant(s) is selected, the State will notify the successful Applicant(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the State successfully completes negotiations with the selected Applicant(s), all submitted Applications remain eligible for selection by the State. In the event contract negotiations are unsuccessful with the selected Applicant(s), the evaluation team may recommend another Applicant(s).
- 2.12.2. In order to protect the integrity of the bidding process, notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff, concerning specific responses to requests for bids (RFBs), requests for proposals (RFPs), requests for Applications (RFAs), or similar requests for submission for the purpose of procuring goods or services or awarding contracts from the time the request is made public until the closing date for responses except that information specifically allowed by RSA 21-G:37.

2.13. Scope of Award and Contract Award Notice

- 2.13.1. DHHS reserves the right to award a service, part of a service, group of services, or total services and to reject any and all Applications in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.



- 2.13.2. If a contract is awarded, the Applicant must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

2.14. Site Visits

The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the bidder's location or at any other location deemed appropriate by the Department, in order to determine the bidder's capacity to satisfy the terms of this RFP/RFB/RFA. The Department may also require the bidder to produce additional documents, records, or materials relevant to determining the bidder's capacity to satisfy the terms of this RFP/RFB/RFA. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the bidder.

2.15. Protest of Intended Award

Any challenge of an award made or otherwise related to this RFA shall be governed by RSA 21-G:37, and the procedures and terms of this RFA. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this RFA. In the event that any legal action is brought challenging this RFA and selection process, outside of the review process identified in RSA 21-G:37, IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

2.16. Contingency

Aspects of the award may be contingent upon changes to State or federal laws and regulations.

3. Application Process

Application documents identified below must be submitted on standard eight and one-half by eleven inch (8 ½" X 11") white paper, using font size 12 or larger. Application documents must be presented in the order indicated below and stapled in the top left hand corner.

Applications must conform to all instructions, requirements and contents indicated below.

3.1. Application Content

- 3.1.1. **A Transmittal Cover Letter** (Appendix J) :
- 3.1.2. Mandatory Responses to RFA Questions in Section 1.5.
- 3.1.3. **Licenses, Certificates and Permits** as required by this Request for Application.
- 3.1.4. **Current Certificate of Insurance**
- 3.1.5. **Affiliations – Conflict of Interest Statement** regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of



interest

3.1.6. Statement of Bidder's Financial Condition (*Note: If applicant is an individual, this Section does not apply.*)

- 3.1.6.1. The organization's financial solvency will be evaluated. The Bidder's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.
- 3.1.6.2. Each Bidder must submit audited financial statements for the four (4) most recently completed fiscal years that demonstrate the Bidder's organization is in sound financial condition. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles. A disclaimer of opinion, an adverse opinion, a special report, a review report, or a compilation report will be grounds for rejection of the proposal.
- 3.1.6.3. Complete financial statements must include the following:
 - 3.1.6.3.1. Opinion of Certified Public Accountant
 - 3.1.6.3.2. Balance Sheet
 - 3.1.6.3.3. Income Statement
 - 3.1.6.3.4. Statement of Cash Flow
 - 3.1.6.3.5. Statement of Stockholder's Equity of Fund Balance
 - 3.1.6.3.6. Complete Financial Notes
 - 3.1.6.3.7. Consolidating and Supplemental Financial Schedules
- 3.1.6.4. A Bidder, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A Bidder, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the Bidder alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.
- 3.1.6.5. If a bidder is not otherwise required by either state or federal statute to obtain a certification of audit of its financial



statements, and thereby elects not to obtain such certification of audit, the bidder shall submit as part of its proposal:

3.1.6.5.1. Uncertified financial statements; and

3.1.6.5.2. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.

3.2. Application Submission Deadline

3.2.1. Schedule of Events

Item	Action	Date
1.	Release RFA	April 20, 2018
2.	RFA Questions Submission Deadline	April 25, 2018
3.	DHHS Response to Questions Published	April 30, 2018
4.	Application Reviews will begin on this date and continue until all lists are complete. This RFA remains open until filled.	May 4, 2018 <u>2:00 PM</u>

Applications will be reviewed **beginning** on **May 4, 2018** and **continue until all lists for services are complete.** This RFA remains open until filled.

3.2.2. All Applications must be submitted to:

State of New Hampshire
Department of Health and Human Services
Denise Sherburne
Contracts & Procurement Unit
129 Pleasant Street
Concord NH 03301
Email: Denise.Sherburne@dhhs.nh.gov
Phone: (603) 271-9540

4. Appendices

4.1. Appendix A – Exceptions to Terms and Conditions

4.2. Appendix B – Contract Minimum Requirements

4.3. Appendix C – CLAS Requirements

4.4. Appendix D – Contract Monitoring Provision

4.5. Appendix E – Standards of Care for New Hampshire HIV/AIDS Services



- 4.6. Appendix F – Transmittal Cover Form Letter**
- 4.7. Appendix G – Mental Health & Substance Use Disorder Counseling and Treatment Services**
- 4.8. Appendix H – Oral Health Care Services**
- 4.9. Appendix I – Outpatient/Ambulatory Health & TBFA Services**
- 4.10. Appendix J – Home & Community-Based Health & TBFA Services**
- 4.11. Appendix K – Core Medical Services Annual Monitoring Site Visit Process**

EXCEPTIONS TO TERMS AND CONDITIONS

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

INSTRUCTIONS: Responders must explicitly list all exceptions to State of NH minimum terms and conditions. Reference the actual number of the State's term and condition and Exhibit number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. *(Add additional pages if necessary.)*

Responder Name:	
<u>Term & Condition Number/Provision</u>	<u>Explanation of Exception</u>

Date _____

Subject: _____

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace			
[Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory	
Date:			
1.16 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>			
By: _____		Director, On: _____	
1.17 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>			
By: _____		On: _____	
1.18 Approval by the Governor and Executive Council <i>(if applicable)</i>			
By: _____		On: _____	

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS **US DEPARTMENT OF EDUCATION - CONTRACTORS** **US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
 NH Department of Health and Human Services
 129 Pleasant Street,
 Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Appendix B
New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

Date

Name:
Title:

**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: _____

Date

Name:
Title:



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

Date

Name:
Title:



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
 FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
 WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

Appendix B
New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

Date

Name:
Title:

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

Appendix B
New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

Date

Name:
Title:



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

**Exhibit I**

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The State

Name of the Contractor

Signature of Authorized Representative

Signature of Authorized Representative

Name of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Title of Authorized Representative

Date

Date

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

Date

Name:
Title:

**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services**Exhibit K****DHHS Information Security Requirements****A. Definitions**

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services**Exhibit K****DHHS Information Security Requirements**

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

APPENDIX C

Addendum to CLAS Section of RFA for Purpose of Documenting Title VI Compliance

All DHHS applicants are required to complete the following two (2) steps as part of their application:

- (1) Perform an individualized organizational assessment, using the four-factor analysis, to determine the extent of language assistance to provide for programs, services and/or activities; and;
- (2) Taking into account the outcome of the four-factor analysis, respond to the questions below.

Background:

Title VI of the Civil Rights Act of 1964 and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program that receives Federal financial assistance. The courts have held that national origin discrimination includes discrimination on the basis of limited English proficiency. Any organization or individual that receives Federal financial assistance, through either a grant, contract, or subcontract is a covered entity under Title VI. Examples of covered entities include the NH Department of Health and Human Services and its contractors.

Covered entities are required to take reasonable steps to ensure **meaningful access** by persons with limited English proficiency (LEP) to their programs and activities. LEP persons are those with a limited ability to speak, read, write or understand English.

The **key** to ensuring meaningful access by LEP persons is effective communication. An agency or provider can ensure effective communication by developing and implementing a language assistance program that includes policies and procedures for identifying and assessing the language needs of its LEP clients/applicants, and that provides for an array of language assistance options, notice to LEP persons of the right to receive language assistance free of charge, training of staff, periodic monitoring of the program, and translation of certain written materials.

The Office for Civil Rights (OCR) is the federal agency responsible for enforcing Title VI. OCR recognizes that covered entities vary in size, the number of LEP clients needing assistance, and the nature of the services provided. Accordingly, covered entities have some flexibility in how they address the needs of their LEP clients. (In other words, it is understood that one size language assistance program does not fit all covered entities.)

The **starting point** for covered entities to determine the extent of their obligation to provide LEP services is to apply a four-factor analysis to their organization. It is important to understand that the flexibility afforded in addressing the needs of LEP clients **does not diminish** the obligation covered entities have to address those needs.

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Examples of practices that may violate Title VI include:

- Limiting participation in a program or activity due to a person's limited English proficiency;
- Providing services to LEP persons that are more limited in scope or are lower in quality than those provided to other persons (such as when there is no qualified interpretation provided);
- Failing to inform LEP persons of the right to receive free interpreter services and/or requiring LEP persons to provide their own interpreter;
- Subjecting LEP persons to unreasonable delays in the delivery of services.

Applicant STEP #1 – Individualized Assessment Using Four-Factor Analysis

The four-factor analysis helps an organization determine the right mix of services to provide to their LEP clients. The right mix of services is based upon an individualized assessment, involving the balancing of the following four factors.

- (1) The **number** or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program;
- (2) The **frequency** with which LEP individuals come in contact with the program, activity or service;
- (3) The **importance** or impact of the contact upon the lives of the person(s) served by the program, activity or service;
- (4) The **resources** available to the organization to provide effective language assistance.

This addendum was created to facilitate an applicant's application of the four-factor analysis to the services they provide. At this stage, applicants are not required to submit their four-factor analysis as part of their application. **However, successful applicants will be required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council.** For further guidance, please see the Bidder's Reference for Completing the Culturally and Linguistically Appropriate Services (CLAS) Section of the RFA, which is available in the Vendor/RFP Section of the DHHS website.

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Important Items to Consider When Evaluating the Four Factors.

Factor #1 The number or proportion of LEP persons served or encountered in the population that is eligible for the program.

Considerations:

- The eligible population is specific to the program, activity or service. It includes LEP persons serviced by the program, as well as those directly affected by the program, activity or service.
- Organizations are required not only to examine data on LEP persons served by their program, but also those in the community who are **eligible** for the program (but who are not currently served or participating in the program due to existing language barriers).
- Relevant data sources may include information collected by program staff, as well as external data, such as the latest Census Reports.
- Recipients are required to apply this analysis to each language in the service area. When considering the number or proportion of LEP individuals in a service area, recipients should consider whether the minor children their programs serve have LEP parent(s) or guardian(s) with whom the recipient may need to interact. It is also important to consider language minority populations that are eligible for the programs or services, but are not currently served or participating in the program, due to existing language barriers.
- An effective means of determining the number of LEP persons served is to record the preferred languages of people who have day-to-day contact with the program.
- It is important to remember that the **focus** of the analysis is on the lack of English proficiency, not the ability to speak more than one language.

Factor #2: The frequency with which LEP individuals come in contact with the program, activity or service.

- The more frequently a recipient entity has contact with individuals in a particular language group, the more likely that language assistance in that language is needed. For example, the steps that are reasonable for a recipient that serves an LEP person on a one-time basis will be very different from those that are expected from a recipient that serves LEP persons daily.
- Even recipients that serve people from a particular language group infrequently or on an unpredictable basis should use this four-factor analysis to determine what to do if an LEP person seeks services from their program.
- The resulting plan may be as simple as being prepared to use a telephone interpreter service.
- The key is to have a plan in place.

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Factor #3 The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service.
<ul style="list-style-type: none">• The more important a recipient's activity, program or service, or the greater the possible consequence of the contact to the LEP persons, the more likely language services are needed.• When considering this factor, the recipient should determine both the importance, as well as the urgency of the service. For example, if the communication is both important and urgent (such as the need to communicate information about an emergency medical procedure), it is more likely that immediate language services are required. If the information to be communicated is important but not urgent (such as the need to communicate information about elective surgery, where delay will not have any adverse impact on the patient's health), it is likely that language services are required, but that such services can be delayed for a reasonable length of time.
Factor #4 The resources available to the organization to provide effective language assistance.
<ul style="list-style-type: none">• A recipient's level of resources and the costs of providing language assistance services is another factor to consider in the analysis.• Remember, however, that cost is merely one factor in the analysis. Level of resources and costs do not diminish the requirement to address the need, however they may be considered in determining how the need is addressed;• Resources and cost issues can often be reduced, for example, by sharing language assistance materials and services among recipients. Therefore, recipients should carefully explore the most cost-effective means of delivering quality language services prior to limiting services due to resource limitations.

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Applicant STEP #2 - Required Questions Relating to Language Assistance Measures

Taking into account the four-factor analysis, please answer the following questions in the six areas of the table below. (**Do not** attempt to answer the questions until you have completed the four-factor analysis.) The Department understands that your responses will depend on the outcome of the four-factor analysis. The requirement to provide language assistance does not vary, but the measures taken to provide the assistance will necessarily differ from organization to organization.

1. IDENTIFICATION OF LEP PERSONS SERVED OR LIKELY TO BE ENCOUNTERED IN YOUR PROGRAM		
a. Do you make an effort to identify LEP persons served in your program? (One way to identify LEP persons served in your program is to collect data on ethnicity, race, and/or preferred language.)	Yes	No
b. Do you make an effort to identify LEP persons likely to be encountered in the population eligible for your program or service? (One way to identify LEP persons likely to be encountered is by examining external data sources, such as Census data)	Yes	No
c. Does you make an effort to use data to identify new and emerging population or community needs?	Yes	No
2. NOTICE OF AVAILABILITY OF LANGUAGE ASSISTANCE		
Do you inform all applicants / clients of their right to receive language / communication assistance services at no cost? (Or, do you have procedures in place to notify LEP applicants / clients of their right to receive assistance, if needed?) <u>Example:</u> One way to notify clients about the availability of language assistance is through the use of an "I Speak" card.	Yes	No
3. STAFF TRAINING		
Do you provide training to personnel at all levels of your organization on federal civil rights laws compliance and the procedures for providing language assistance to LEP persons, if needed?	Yes	No
4. PROVISION OF LANGUAGE ASSISTANCE		
Do you provide language assistance to LEP persons, free of charge, in a timely manner? (Or, do you have procedures in place to provide language	Yes	No

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assistance to LEP persons, if needed) In general, covered entities are required to provide two types of language assistance: (1) oral interpretation and (2) translation of written materials. Oral interpretation may be carried out by contracted in-person or remote interpreters, and/or bi-lingual staff. <u>(Examples</u> of written materials you may need to translate include vital documents such as consent forms and statements of rights.)		
5. ENSURING COMPETENCY OF INTERPRETERS USED IN PROGRAM AND THE ACCURACY OF TRANSLATED MATERIALS		
a. Do you make effort to assess the language fluency of all interpreters used in your program to determine their level of competence in their specific field of service? (Note: A way to fulfill this requirement is to use certified interpreters only.)	Yes	No
b. As a general rule, does your organization avoid the use of family members, friends, and other untested individual to provide interpretation services?	Yes	No
c. Does your organization have a policy and procedure in place to handle client requests to use a family member, friend, or other untested individual to provide interpretation services?	Yes	No
d. Do you make an effort to verify the accuracy of any translated materials used in your program (or use only professionally certified translators)? (Note: Depending on the outcome of the four-factor analysis, N/A (Not applicable) may be an acceptable response to this question.	Yes	No
6. MONITORING OF SERVICES PROVIDED		
Does you make an effort to periodically evaluate the effectiveness of any language assistance services provided, and make modifications, as needed?	Yes	No
If there is a designated staff member who carries out the evaluation function? If so, please provide the person's title: <hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/>	Yes	No

By signing and submitting this attachment to RFA# _____, the Contractor affirms that it:

- 1.) Has completed the four-factor analysis as part of the process for creating its proposal, in response to the above referenced RFA.

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- 2.) Understands that Title VI of the Civil Rights Act of 1964 requires the Contractor to take reasonable steps to ensure meaningful access to ***all*** LEP persons to all programs, services, and/or activities offered by my organization.
- 3.) Understands that, if selected, the Contractor will be required to submit a detailed description of the language assistance services it will provide to LEP persons to ensure meaningful access to programs and/or services, within 10 days of the date the contract is approved by Governor and Council.

Contractor/Vendor Signature

Contractor's Representative Name/Title

Contractor Name

Date

Appendix D Contract Monitoring Provisions

All vendors responding to Department-issued Requests for Proposals (RFPs), Requests for Bids (RFBs), Requests for Applications (RFAs) or Requests for Information (RFIs) must complete and return pages 3 & 4 of Appendix D, as a required attachment.

1. Definitions

- 1.1. Department – NH Department of Health and Human Services (DHHS).
- 1.2. Vendors – non-state agency external entities with which the Department intends to enter into a legal agreement. Component units of the State shall be considered vendors (e.g., UNH, CCSNH).
- 1.3. Subrecipients – vendors issued funds to provide goods or services on behalf of the Department to the public. In accordance with [2 CFR 200.330](#), characteristics which support the classification of a subrecipient include when the non-Federal entity:
 - 1.3.1. Determines who is eligible to receive what Federal assistance;
 - 1.3.2. Has its performance measured in relation to whether objectives of a Federal program were met;
 - 1.3.3. Has responsibility for programmatic decision making;
 - 1.3.4. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
 - 1.3.5. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the Department.
- 1.4. Contractors – vendors issued funds to provide goods or services to the Department. In accordance with [2 CFR 200.330](#), characteristics indicative of a contractor are when the vendor:
 - 1.4.1. Provides the goods and services within normal business operations;
 - 1.4.2. Provides similar goods or services to many different purchasers;
 - 1.4.3. Normally operates in a competitive environment;
 - 1.4.4. Provides goods or services that are ancillary to the operation of the Federal program; and
 - 1.4.5. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

2. Vendor Identification & Risk Assessment

- 2.1. The Department shall identify **ALL** vendors receiving federal, general, or other funds as either a Subrecipient or a Contractor, as defined in Section 1, above and in 2 CFR 200.330.
- 2.2. The Department shall complete a risk assessment of all Subrecipients to evaluate their risk of noncompliance with federal and state statutes and regulations as well as the terms and conditions of the contract.
- 2.3. The Department shall assess vendor risk utilizing multiple factors that include, but are not limited to:
 - 2.3.1. Grant management experience.
 - 2.3.2. Documented history of non-performance or non-compliance.
 - 2.3.3. Audit findings.

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- 2.3.4. Recent personnel or system changes.
- 2.3.5. Financial solvency.
- 2.3.6. Adequacy of internal controls.

3. **Contract Monitoring**

- 3.1. The Department shall determine if enhanced monitoring is necessary to address any risks identified through the risk assessment referenced in Section 2, above.
- 3.2. The Department shall incorporate contract monitoring procedures and activities into final contracts to address identified risks, which may include but are not limited to:
 - 3.2.1. Requesting vendors to provide fiscal reports and documentation behind reports to the Department for review.
 - 3.2.2. Reviewing vendor reporting processes and systems for data integrity.
 - 3.2.3. Performing file reviews to ensure vendor compliance with state and federal laws and rules in the administration of the contract.
 - 3.2.4. Conducting site visits to assess vendor compliance with applicable contract objectives and requirements.
 - 3.2.5. Reviewing vendor expenditure details to ensure all expenditures are allowable and in compliance with Federal and State laws and other applicable policies or rules.
 - 3.2.6. Providing targeted training or technical assistance to vendors.
 - 3.2.7. Reviewing monthly financial data to assess vendor financial solvency.
- 3.3. The Department shall conduct contract monitoring activities as specified in resulting contracts.

4. **Vendor Disqualification**

- 4.1. The Department reserves the right to disqualify vendors from selection based on the results of the risk assessment described in Section 2, above.
- 4.2. The Department reserves the right to disqualify vendors who refuse to complete and return the Management Questionnaire on Page 3 and 4 of Appendix D, Contract Monitoring.
- 4.3. The Department intends to only disqualify a vendor who poses an unmanageable degree of programmatic or financial risk that, in the Department's opinion, could greatly inhibit the vendor's ability to execute the provisions of the contract.
- 4.4. The Department considers an unmanageable degree of risk to be present when:
 - 4.4.1. The vendor appears to be financially insolvent based on the Department's analysis of the vendor's audited financial statements.
 - 4.4.2. The identified programmatic risks would, in the Department's opinion, severely inhibit the vendor to execute the contract in accordance with the requirements therein.
- 4.5. In the event that the Department disqualifies a vendor from selection, the vendor shall have no right to appeal the Department's decision. Any review shall be in accordance with NH. RSA 21-G:37, IV.

Appendix D Contract Monitoring Provisions

Management Questionnaire

All vendors responding to Department-issued Requests for Proposals (RFPs), Requests for Bids (RFBs), Requests for Applications (RFAs) or Requests for Information (RFIs) must complete and return this Management Questionnaire.

	Question	YES	NO	N/A
1.	During the past 18 months, have you experienced staff turnover in positions that will be involved in the administration of the contract or MOU?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
2.	Will you subcontract any part of the work that will be required under the final contract or MOU to other entities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
3.	Have you managed the same or a similar contract or program during one of the last five (5) calendar years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
4.	Have you received federal funds from DHHS through a contract, MOU, or other legal agreement during one of the last five (5) calendar years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
5.	Were you ever provided formal written notification from the Department that you were in non-compliance or failed to perform in accordance with contract provisions or requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
6.	Based on your understanding of the future requirements of the contract or MOU, will your organization determine whether individuals, institutions, or businesses will be eligible to receive services or financial assistance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
7.	Is your organization a for-profit organization, foreign entity, or foundation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
8.	Was your organization incorporated more than two years ago?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
9.	Did you have an audit performed in accordance with A-133 (Single Audit) standards for your most recently completed fiscal year?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
10.	If you had an audit performed in accordance with A-133 (Single Audit) standards by an external entity or an audit performed by a state or federal agency during the most recently completed fiscal year, did the audit include any findings?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
11.	Has your organization implemented a new accounting, financial, or programmatic IT system within the last two years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
12.	Are you aware of any ongoing or pending lawsuits filed against your organization?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
13.	Does your accounting system identify the receipt and expenditure of program funds separately by each contract/grant, and by line item categories?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Appendix D Contract Monitoring Provisions

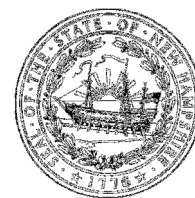
	Question	YES	NO	N/A
14.	Do you have procedures to ensure expenditures are reviewed by an independent person to determine that all expenditures are allowable under the terms of the contract as well as federal and state regulations, laws and rules?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
15.	Are time distribution records maintained for each employee performing contracted services that account for time spent working on the contract versus time spent on all other activities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
16.	Does your property management system maintain a description of equipment, acquisition date, funding source, location and condition?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
17.	Does your financial system compare amounts spent to date with budgeted amounts for each award?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
18.	Does your accounting/financial system include budgetary controls to prevent incurring obligations in excess of total funds available for a grant or a cost category (i.e., personnel costs, equipment, travel)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
19.	If you intend to subcontract a portion of the work under the resulting contract to another entity, do you have competitive bid procedures for purchases and personal services contracts compliant with state and federal regulations, laws, and rules?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
20.	If you intend to subcontract a portion of the work under the resulting contract to another entity, do you have written policies and procedures for subrecipient/contractor determinations, risk assessments, and subrecipient monitoring as required under Federal Uniform Guidance (2 CFR 200.330 & 331 et. seq.)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
21.	Does your organization maintain a formal system of segregation of duties for procurement, time keeping, and bank statement reconciliation activities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
22.	Do you maintain written policy and procedures for all aspects of financial transactions and accounting related to time keeping, a record retention, procurement, and asset management that are compliant with Federal Uniform Guidance requirements (2 CFR 200.300 et seq.)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

I hereby declare that the answers provided in the Management Questionnaire of Appendix D, Contract Monitoring Provisions, are accurate and true to the best of my knowledge.

Signature

Printed Name & Job Title

Date



New Hampshire Department of Health and Human Services
Department of Public Health
Bureau of Infectious Disease Control
29 Hazen Drive
Concord, NH 03301

Standards of Care for New Hampshire HIV/AIDS Services

2017

For Medical Case Management, Home and Community Based Medical Care,
Dental Services, Food and Nutrition, HIV Drug Assistance, Mental Health
Services, Primary Medical Care, Housing Support, Substance Abuse
Counseling, Substance Abuse Treatment, Medical Transportation, and
Early Intervention Services

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Introduction

The standards of care in this document were developed by the New Hampshire (NH) Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), NH Ryan White CARE Program for HIV/AIDS services funded through contracted providers. The Standards of Care developed by the Boston Public Health Commission and the Massachusetts Department of Public Health were utilized in the development of the NH Standards of Care for HIV/AIDS Services. The full list of services covered by these standards is provided below.

Section I of the Standards of Care applies to all funded programs and is known as the Universal Standards of Care. Each section begins with the objectives of the specific group of standards, and is followed by specific standards and measures.

Core Medical Services:

- Medical Case Management
- Home and Community-Based Medical
- Care Dental Services
- HIV Drug Assistance
- Outpatient/Ambulatory Health Services
- Mental Health Services
- Substance Abuse Counseling
- Substance Abuse Treatment
- Early Intervention Services

Support Services:

- Medical Transportation
- Food and Nutrition
- Services Housing Support
- Linguistic Services

In addition to these universal standards, Section II contains additional standards that apply to each specific service category. These Service-Specific Standards of Care apply to components of service delivery that vary by service category. Providers of these services must comply with the Universal Standards of Care in Section I, as well as the Service-Specific Standards of Care in Section II.

Section 1

Universal Service Standards of Care

Universal Service Standards of Care

IMPORTANT: Prior to reading these standards, please read the [HRSA/HAB DMHAP & DSHAP National Monitoring Standards – Universal - Part A & B](#)

Standards of Care are the minimum requirements that programs are expected to meet when providing HIV/AIDS care and support services funded by Ryan White Part B and/or NH state funds (through NH Department of Health and Human Services). The standards of care establish the minimum standards intended to help agencies meet the needs of their clients. Providers may exceed these standards.

The objectives of the universal service standards are to help achieve the goals of each service type by ensuring that programs:

- have policies and procedures in place to protect clients' rights and ensure quality of care;
- provide clients with access to the highest quality services through experienced, trained, and when appropriate, licensed staff;
- provide services that are culturally and linguistically appropriate;
- meet federal and state requirements regarding safety, sanitation, access, public health, and infection control;
- guarantee client confidentiality, protect client autonomy, and ensure a fair process of grievance review and advocacy;
- comprehensively inform clients of services, establish client eligibility, and collect client information through an intake process;
- effectively assess client needs and encourage informed and active client participation;
- address client needs effectively through coordination of care with appropriate providers and referrals to needed services; and
- are accessible to all eligible people living with HIV/AIDS in New Hampshire.

Agency Policies and Procedures

The objectives of the standards for agency policies and procedures are to:

- guarantee client confidentiality, ensure quality care, and provide a fair process to address clients' grievances;
- ensure client and staff safety and well-being;
- facilitate communication and service delivery; and
- ensure that agencies comply with appropriate state and federal regulations.

All provider agencies offering services must have written policies that address client confidentiality, release of information, client grievance procedures, and eligibility.

Confidentiality assures protection of release of information regarding HIV status, behavioral risk factors, and use of services. Each agency will have a client confidentiality policy that is in accordance with state and federal laws. As part of the confidentiality policy, all agencies will provide a *Release of Information Form* describing under what circumstances client information can be released (name of agency/individual with whom information will be shared, information to be shared, duration of the release consent, and client signature). Clients shall be informed that permission for release of information can be rescinded at any time either verbally or in writing. Releases must be dated and are considered no longer binding after one year. For agencies and information covered by the Health Insurance Portability and Accountability Act (HIPAA), the release of information form must be a HIPAA-compliant disclosure authorization.

Programs must also have a *File Review Consent Form* in which clients grant permission for NH DPHS to review client files on site during site visits. For clients who choose not to sign the client consent form, agencies must be able to code all unique identifying information in accordance with all federal, state, and local laws.

A provider agency grievance procedure ensures that clients have recourse if they feel they are being treated in an unfair manner or do not feel they are receiving quality services. Each agency will have a policy identifying the steps a client should follow to file a grievance and how the grievance will be handled. The final step of the grievance policy will include information on how the client may appeal the decision if the client's grievance is not settled to his/her satisfaction within the provider agency.

1.0 Agency Policies and Procedures

Standard		Measure	
1.1	Client confidentiality policy exists.	1.1	Written policy on file at provider agency.
1.2	Grievance procedure exists.	1.2	Written procedure on file at provider agency.
1.3	Agency has eligibility requirements for services, in written form, available upon request.	1.3	Written policy on file at provider agency.
1.4	A complete file for each client exists. All client files are stored in a secure and confidential location, and electronic client files are protected from unauthorized use, per specifications outlined in the Bureau of Infectious Disease Control Security & Confidentiality Policy.	1.4	Paper files stored in a locked file or cabinet with access limited to appropriate personnel. Electronic files are password protected with access limited to appropriate personnel. Paper copies of all required forms that must be signed by the client and/or provider are in every client's file.
1.5	Client's consent for release of information is determined.	1.5	An up-to-date <i>Release of Information Form</i> exists for each specific request for information and each request is signed and dated by the client. ¹ Each release form indicates the destination of the client's information or from whom information is being requested before the client signs the release.
1.6	Client's consent for on-site file review by funders is determined.	1.6	Signed and dated <i>File Review Consent Form</i> in client's record. Consent forms have an expiration date of one year. In event of refusal of consent, file is coded to remove identifying information in accordance with federal, state, and local laws.
1.7	Agency maintains progress notes of all communication between provider and client. Progress notes indicate service provided and referrals that link clients to needed services. Notes are dated, legible, and in chronological order.	1.7	Progress notes maintained in individual client files.
1.8	Crisis management policy exists that	1.8	Written policy on file at provider agency.

¹ One Release of Information Form may be used to track multiple requests and releases from a client. The form must include each specific request, the destination of the information, and the client's signature for each release.

	addresses, at a minimum, infection control (e.g., needle sticks), mental health crises, and dangerous behaviors by clients or staff.		
1.9	Policy on universal precautions exists; staff members are trained in universal precautions.	1.9	Written policy on file at provider agency; documentation of staff training in personnel file.
1.10	Policy and procedures exist for handling medical emergencies.	1.10	Policy and procedures on file and posted in visible location at site.
1.11	Agency complies with ADA criteria for programmatic accessibility. In the case of programs with multiple sites offering identical services, at least one of the sites is in compliance with relevant ADA criteria.	1.11	Site visit conducted by funder.
1.12	Agency complies with all applicable state and federal workplace and safety laws and regulations, including fire safety.	1.12	Signed confirmation of compliance with applicable regulations on file.

Client Rights and Responsibilities

The objectives of establishing minimum standards for client rights and responsibilities are to:

- ensure that services are available to all eligible clients;
- ensure that services are accessible for clients;
- involve consumers of HIV/AIDS services in the design and evaluation of services; and
- inform clients of their rights and responsibilities as consumers of HIV/AIDS services.

HIV/AIDS services funded by NH DPHS must be available to all clients who meet eligibility requirements and must be easily accessible.

A key component of HIV/AIDS service delivery is the historic and continued involvement of consumers in the design and evaluation of services. Substantive client input and feedback must be incorporated into the design and evaluation of HIV/AIDS services funded by NH DPHS; this can be accomplished through a range of mechanisms including consumer advisory boards, participation of consumers in HIV program committees or other planning bodies, and/or other methods that collect information from consumers to help guide and evaluate service delivery (e.g., needs assessments, focus groups, or satisfaction surveys).

The quality of care and quality of life for people living with HIV/AIDS is maximized when consumers are active participants in their own health care and share in health care decisions with their providers. This can be facilitated by ensuring that clients are aware of and understand their rights and responsibilities as consumers of HIV/AIDS services. Providers of HIV/AIDS services funded by NH DPHS must provide all clients with a *Client Rights and Responsibilities* document that includes, at a minimum, the agency's confidentiality policy, the agency's expectations of the client, the client's right to file a grievance, the client's right to receive no-cost interpreter services, and the reasons for which a client may be discharged from services, including a due process for involuntary discharge. "Due process" refers to an established, step-by-step process for notifying and warning a client about unacceptable or inappropriate behaviors or actions and allowing the client to respond before discharging them from services. Some behaviors may result in immediate discharge.

Clients are entitled to access their files with some exceptions: agencies are not required to release psychotherapy notes, and if there is information in the file that could adversely affect the client (as determined by a clinician) the agency may withhold that information but should make a summary available to the client. Agencies must provide clients with their policy for file access. The policy must at a minimum address how the client should request a copy of the file (in writing or in person), the time frame for providing a copy of the file (cannot be longer than 30 days), and what information if any can be withheld.

2.0 Client Rights and Responsibilities

Standard	Measure
2.1 Services are available to any individual who meets program eligibility requirements.	2.1 NH CARE Program enrollment and eligibility information on file; client utilization data, as outlined in AIDS Service Organizations (ASO's) quarterly progress report form and as requested by funder, made available to funder.
2.2 Programs include input from consumers (and as appropriate, caregivers) in the design and evaluation of service delivery.	2.2 Documentation of meetings of consumer advisory board, or other mechanisms for involving consumers in service planning and evaluation (e.g., satisfaction surveys, needs assessments) in regular reports to funder(s).
2.3 Services are accessible to clients.	2.3 Site visit conducted by funder that includes, but is not limited to, review of hours of operation, location, proximity to transportation, and other accessibility factors.
2.4 Program provides each client the following information: <ul style="list-style-type: none"> the agency's client confidentiality policy; the agency's expectations of the client as a consumer of services; the client's right to file a grievance; the client's right to receive no-cost interpreter services; the reasons for which a client may be discharged from services, including a due process for involuntary discharge. 	2.4 Documentation in client chart that required information has been given to client.
2.5 Clients have the right to access their file.	2.5 Copy of agency's Client File Access policy is signed by client and kept in client file.

Personnel

The objectives of the standards of care for personnel are to:

- provide clients with access to the highest quality of care through qualified staff;
- inform staff of their job responsibilities; and
- support staff with training and supervision to enable them to perform their jobs well.

All staff and supervisors will be given and will sign a written job description with specific minimum requirements for their position. Agencies are responsible for providing staff with supervision and training to develop capacities needed for effective job performance. At a minimum, all staff should be able to provide appropriate care to clients infected/affected by HIV/AIDS, be able to complete all documentation required by their position, and have previous experience (or a plan for acquiring experience) in the appropriate service/treatment modality (for clinical staff).

Clinical Staff:

Clinical staff must be licensed or registered as required for the services they provide. See the attached service specific standards for additional competencies for some service categories.

Staff and program supervisors will receive consistent administrative supervision.

Administrative Supervision:

Administrative supervision addresses issues related to staffing, policy, client documentation, reimbursement, scheduling, training, quality enhancement activities, and the overall operation of the program and/or agency.

In addition to administrative supervision, clinical staff will also receive consistent clinical supervision by a clinical supervisor.

Clinical Supervision:

Clinical supervision addresses any issue directly related to client care and job related stress.

Staff in need of clinical supervision must have two separate supervisors:

- clinical; and
- administrative

3.0 Personnel

Standard	Measure
3.1 Staff members have the minimum qualifications expected for their job position, as well as other experience related to the position and the communities served.	3.1 Résumé in personnel file meeting the minimum requirements of the job description.
3.2 Staff members are licensed as necessary to provide services.	3.2 Copy of license or other documentation in personnel file.
3.3 Staff and supervisors know the requirements of their job description and the service elements of the program.	3.3 Documentation in personnel file that each staff member received job description.
3.4 Newly hired staff are oriented within 6 weeks, and begin initial training within 3 months of being hired. Ongoing training continues throughout staff's tenure.	3.4 Documentation in personnel file of (a) completed orientation within 6 weeks of date of hire; (b) commencement of initial training within 3 months of date of hire; and (c) ongoing trainings.
3.5 Staff receive at least one hour of administrative supervision per month, and when required, at least one hour of clinical supervision per month. Administrative and clinical supervision is conducted by separate individuals.	3.5 Signed documentation on file indicating the date of supervision, type of supervision (administrative or clinical), and name of supervisor.

Cultural and Linguistic Competence

The objective for establishing standards of care for cultural and linguistic competence is to provide services that are culturally and linguistically appropriate.

Culture is the integrated patterns of human behavior that include the language, thoughts, communications, actions, customs, beliefs, and values of individuals and groups, all which may be influenced by race, ethnicity, religion, class, age, gender, gender identity, disability, sexual orientation, and other aspects of life upon which people construct their identities. In our work with people living with HIV, culture may also include past or current substance use, homelessness, mental health, and/or incarceration, among others.

Cultural competence is a set of behaviors, attitudes, and policies that come together in a system, agency, or among individuals that enables effective delivery of services. Linguistic competence is the ability to communicate effectively with clients, including those whose preferred language is not the same as the provider's, those who are illiterate or have low literacy skills, and/or those with disabilities. Cultural and linguistic competence is a goal toward which all providers must aspire, but one that may never be completely achieved given the diversity of languages and cultures throughout our communities. However, all providers should be involved in a continual process of learning, personal growth, experience, education, and training that increases cultural and linguistic competence and enhances the ability to provide culturally and linguistically appropriate services to all individuals living with HIV/AIDS. Culturally and linguistically appropriate services are services that:

- respect, relate, and respond to a client's culture, in a non-judgmental, respectful, and supportive manner;
- are affirming and humane, and rely on staffing patterns that match the needs and reflect the culture and language of the communities being served;
- recognize the power differential that exists between the provider and the client and seek to create a more equal field of interaction; and
- are based on individualized assessment and stated client preferences rather than assumptions based on perceived or actual membership in any group or class.

As part of the on-going process of building cultural and linguistic competence, providers should strive to develop:

- a comfort with and appreciation of cultural and linguistic difference;
- interpersonal behaviors that demonstrate and convey concern and respect for all cultures;
- the comfort and ability to acknowledge the limits of personal cultural and linguistic competence and the skills to elicit, learn from, and respond constructively to relevant personal and cultural issues during service interactions; and
- a commitment to increasing personal knowledge about the impact of culture on health and specific knowledge about the communities being served.

Ongoing trainings that help build cultural and linguistic competence may include traditional cultural and linguistic competency trainings, as well as a range of trainings that help build specific skills and knowledge to work and communicate more effectively with the communities we serve.

4.0 Cultural and Linguistic Competence

Standard	Measure
<p>4.1 Programs recruit, retain, and promote a diverse staff that reflects the cultural and linguistic diversity of the community.</p>	<p>4.1 Programs have a strategy on file to recruit, retain and promote qualified, diverse, and linguistically and culturally competent administrative, clinical, and support staff who are trained and qualified to address the needs of people living with HIV/AIDS.</p>
<p>4.2 All staff receive on-going training and education to build cultural and linguistic competence and/or deliver culturally and linguistically appropriate services.</p>	<p>4.2 All staff members receive cultural competence and linguistic training within the first year of employment and periodically thereafter as needed. Copies of training verification in personnel file.</p>
<p>4.3 Programs assess the cultural and linguistic needs, resources, and assets of its service area and target population(s).</p>	<p>4.3 Programs collect and use demographic, epidemiological, and service utilization data in service planning for target population(s).</p>
<p>4.4 Programs' physical environment and facilities are welcoming and comfortable for the populations served.</p>	<p>4.4 Funder site visit.</p>
<p>4.5 All programs ensure access to services for clients with limited English skills in one of the following ways (listed in order of preference):</p> <ul style="list-style-type: none"> • Bilingual staff who can communicate directly with clients in preferred language; • Face-to-face interpretation² provided by bilingual staff, contract interpreters, or volunteer interpreters; • Telephone interpreter services (for emergency needs or for infrequently encountered languages); or • Referral to programs with bilingual/bicultural clinical, administrative and support staff and/or interpretation services by a qualified bilingual/bicultural interpreter. 	<p>4.5 Programs document access to services for clients with limited English skills through the following:</p> <ul style="list-style-type: none"> • For bilingual staff, résumés on file demonstrating bilingual proficiency and documentation on file of training on the skills and ethics of interpreting; • Copy of certifications on file for contract or volunteer interpreters; • Listings/directories on file for telephone interpreter services; or • Listings/directories on file for referring clients to programs with bilingual/bicultural clinical, administrative and support staff, and/or interpretation services by a qualified bilingual/bicultural interpreter.

² Interpretation refers to verbal communication that translates speech from a speaker to a receiver in a language that the receiver can understand. Translation refers to the conversion of written material from one language to another.

4.0 Cultural and Linguistic Competence (continued)

4.6	Clients are informed of their right to obtain no-cost interpreter services in their preferred language, including ASL.	4.6	<i>Client Rights and Responsibilities</i> document includes notice of right to obtain no-cost interpreter services (see Universal Standard 2.4).
4.7	Family and friends are not considered adequate substitutes for interpreters because of privacy, confidentiality, and medical terminology issues. If a client chooses to have a family member or friend as their interpreter, the provider obtains a written and signed consent in the client's language. Family member or friend must be over the age of 18.	4.7	Family/friend interpretation consent form signed by client and maintained in client file.
4.8	Clients have access to linguistically appropriate signage and educational materials.	4.8	Programs provide commonly used educational materials and other required documents (e.g., grievance procedures, release of information, rights and responsibilities, consent forms, etc.) in the threshold language of all threshold populations. ³ Programs that do not have threshold populations have a documented plan for explaining appropriate documents and conveying information to those with limited English proficiency.
4.9	Programs conduct on-going assessments of the program and staff's cultural and linguistic competence.	4.9	Programs integrate cultural competence measures into program and staff assessments (e.g., internal audits, performance improvement programs, patient satisfaction surveys, personnel evaluations, and/or outcome evaluations).

³ A threshold population is a linguistic group that makes up 15% or more of a program's clients and who share a common language other than English as a primary language. For example, if program XYZ serves 200 clients and at least 30 of them speak Haitian-Creole as a primary language, that group would be considered a threshold population for that program and Haitian-Creole would be considered a threshold language. Some programs may target multiple groups, and therefore, may have multiple threshold populations and threshold languages; some programs may have no threshold populations.

Intake and Eligibility

The objectives of the standards for the intake process are to:

- assess client's immediate needs;
- inform the client of the services available and what the client can expect if s/he were to enroll;
- review the client's eligibility for services, as determined by the NH CARE Program;
- establish whether the client wishes to enroll in a range of services or is interested only in a discrete service offered by the provider agency;
- explain the agency policies and procedures;
- collect required state/federal client data for reporting purposes;
- collect basic client information to facilitate client identification and client follow up; and
- begin to establish a trusting client relationship.

All clients who request or are referred to HIV services will participate in the intake process. Intake is conducted by an appropriately trained program staff or intake worker. The intake worker will review client rights and responsibilities, explain the program and services to the client, explain the agency's confidentiality and grievance policies to the client, assess the client's immediate service needs, and secure permission from the client to release information (if there is an immediate need to release information).

Intake is considered complete if the following have been accomplished: (1) the client's HIV positive status has been verified and documented; (2) and the information below (at a minimum) has been obtained from the client:

- name, address, social security number, phone, and email (if available);
- preferred method of communication (e.g., phone, email, or mail);
- emergency contact information;
- preferred language of communication;
- enrollment in other HIV/AIDS services including case management and other HIV/AIDS or social services; and
- primary reasons and need for seeking services at agency.

A client who chooses to enroll in services and who is eligible will be assigned a staff member who is responsible for making contact with the client to set up a time for a more thorough assessment, if necessary, to determine appropriate services. Referrals for other appropriate services will be made if ineligible. The intake process shall begin within five days of the first client contact with the agency. Ideally, the client intake process should be completed as quickly as possible; however, recognizing that clients may not have on hand the required documentation (e.g., documentation of HIV status), the intake process should be completed within 30 days of beginning intake.

5.0 Intake and Eligibility

Standard	Measure
<p>5.1 Intake process is completed within 30 days of initial contact with client and documents client's contact information (including his/her emergency contact's name and phone number) and assesses his/her immediate service needs and connection to primary care and other services.</p> <p>5.2 For providers of services other than medical case management, client is asked about connection to case management. If client is not connected to case management, provider facilitates a referral to medical case management services.</p>	<p>5.1 Completed intake, dated no more than 30 days after initial contact, in client's file.</p> <p>5.2 Documentation in client's file.</p>

Assessment and Service Plan

The objectives of the standards for assessment and service plan are to:

- gather information to determine the client's needs;
- identify the client's goals and develop action steps to meet them;
- identify a timeline and responsible parties for meeting the client's goals; and
- ensure coordination of care with appropriate providers and referral to needed services.

Assessment

All providers must assess the client's needs for the provider's service(s) to develop an appropriate service plan or treatment plan. This is not the same as the comprehensive *medical case management* assessment, which is the responsibility of the client's case manager (see service-specific standards for Medical Case Management Services) in collaboration with the client.

Service assessments include an assessment of all issues that may affect the need for the provider service. The assessment is a cooperative and interactive endeavor between the staff and the client. The client will be the primary source of information. However, with client consent, assessments may include additional information from case manager(s), medical or psychosocial providers, caregivers, family members, and other sources of information, if the client grants permission to access these sources. The assessment should be conducted face-to-face within 30 days of intake, with accommodations for clients who are too sick to attend the appointment at the provider agency.

It is the responsibility of the staff to reassess the client's needs with the client as his/her needs change. The reassessment should be done as needed, but no less than once every six (6) months. If a client's income, housing status, or insurance status/resource has changed since assessment or the most recent reassessment, agencies must notify the NH CARE Program. The staff member is encouraged to contact other service providers/care givers involved with the client or family system in support of the client's well-being. Staff members must comply with established agency confidentiality policies (see Standard 1.1) when engaging in information and coordination activities.

Service Plan

The purpose of the service plan or treatment plan is to guide the provider and client in their collaborative effort to deliver high quality care corresponding to the client's level of need. It should include short-term and long-term goals, based upon the needs identified in the assessment, and action steps needed to address each goal. The plan should include specific services needed and referrals to be made, including clear time frames and an agreed upon plan for follow up.

As with the assessment process, service planning is an on-going process. It is the responsibility of the staff to review and revise a client's service plan or treatment as needed, but not less than once every six (6) months. As part of the plan, programs must ensure the coordination of services. Coordination of services requires identification of other staff or service providers with whom the client may be working. As appropriate and with client consent, program staff will act as a liaison among clients, caregivers, and other service providers to obtain and share information that supports optimal care and service provision. If a program is unable to provide a specific service, it must be able to make immediate and effective referrals. In case of referrals, staff must facilitate the scheduling of appointments, transportation, and the transfer of related information as needed and in conjunction with the client's case manager.

6.0 Assessment and Service Plan

Medical Case Management providers *are not required* to adhere to Universal Standards 6.1 thru 6.5., but must comply with the service specific treatment assessment and planning (Medical Case Management).

Home-Based Medical Care providers *are exempt from* Universal Standard 6.1, but must comply with the service specific treatment assessment and planning (Home-Based Medical Care).

Dental Services providers *are not required* to adhere to Universal Standards 6.1 thru 6.5, but must comply with the service specific treatment assessment and planning (Dental Services).

Standard	Measure
6.1 Within 30 days of client contact, assessment is conducted of client's need for particular service.	6.1 Completed assessment form in the client file.
6.2 Within 30 days of client contact, service plan is developed collaboratively with the client that identifies goals and objectives, resources to address client's needs, and a timeline.	6.2 Completed service plan in client file signed by the client and staff person.
6.3 Reassessment of the client's needs is conducted as needed, but not less than once every six months.	6.3 Documentation of reassessment in the client files (e.g., progress notes, update notes on the initial assessment, or new assessment form).
6.4 Service plan is reviewed and revised as needed, but not less than once every six months.	6.4 Documentation of service plan review/revision in client's file (e.g., progress notes, update notes on initial plan, or new plan).
6.5 Program staff identify and communicate as appropriate (with documented consent of client) with other service providers to support coordination and delivery of high quality care and to prevent duplication of services.	6.5 Documentation in client file of other staff within the agency or at another agency with whom the client may be working.

Transition and Discharge

The objectives of the standards for transition and discharge are to:

- ensure a smooth transition for clients who no longer want or need services at the provider agency;
- maintain contact with active clients and identify inactive clients;
- assist provider agencies in more easily monitoring caseload; and
- plan after-care and re-entry into service.

A client may be discharged from any service through a systematic process that includes a discharge summary in the client's record. The discharge summary will include a reason for the discharge and a transition plan to other services or other provider agencies, if applicable. Agencies should maintain a list of available resources available for the client for referral purposes. If the client does not agree with the reason for discharge, (s)he should be referred to the provider agency's grievance procedure.

A client may be discharged from any service for any of the following reasons:

- client dies;
- client requests a discharge;
- client's needs change and (s)he would be better served through services at another provider agency;
- client's actions put the agency, service provider, or other clients at risk;
- client sells or exchanges emergency assistance, child care, or transportation vouchers for cash or other resource for which the assistance is not intended;
- client moves/relocates out of the service area; or
- the agency is unable to reach a client, after repeated attempts, for a period of 12 months.

7.0 Transition and Discharge

Standard	Measure
7.1 Agency has a transition and discharge procedure in place that is implemented for clients leaving or discharged from services for any of the reasons listed in the narrative above.	7.1 Completed transition/discharge summary form on file, signed by client (if possible) and supervisor. Summary form should include: <ul style="list-style-type: none"> • reason for discharge; and • a plan for transition to other services, if applicable, with confirmation of communication between referring and referral agencies, or between client and agency.
7.2 Agency has a due process policy in place for involuntary discharge of clients from services; policy includes a series of verbal and written warnings before final notice and discharge.	7.2 Due process policy on file as part of transition and discharge procedure; due process policy described in the <i>Client Rights and Responsibilities</i> document (see Universal Standard 2.4).
7.3 Agency has a process for maintaining communication with clients who are active and identifying those who are inactive.	7.3 Documentation of agency process for maintaining communication with active clients and identifying inactive clients.
7.4 Agency provides clients with referral information to other services, as appropriate.	7.4 Resource directories or other material on HIV related services are on file and provided to clients.

Section II

Service-Specific Standards

Service-Specific Standards of Care

In addition to the Universal Standards of Care, providers of services must also meet additional standards that are specific to certain services. This section contains standards of care specific to the following services:

- Medical Case Management & Support Services
- Home and Community-Based Medical Care
- Dental Services
- HIV Drug Assistance
- Mental Health Services
- Primary Health Services
- Substance Abuse Counseling
- Substance Abuse Treatment
- Early Intervention Services
- Insurance Services

If you are a provider of any of the above services, your program must meet both the Universal and Service Specific Standards of Care.

Medical Case Management

Medical Case Management Service Definition

The Ryan White Treatment Extension Act of 2009 describes medical case management as a core medical service that increases access to and retention in medical care. The Health Resources and Services Administration (HRSA), the federal agency that administers Ryan White Part B (RWPB), defines medical case management as a “range of client-centered services that link clients with health care, psychosocial, and other services. The coordination and follow-up of medical treatments is a component of medical case management. These services ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care, through ongoing assessment of the client’s and other key family members’ needs and personal support systems. Medical case management includes the provision of treatment adherence counseling to ensure readiness for, and adherence to, complex HIV/AIDS treatments. Key activities include 1) initial assessment of service needs; 2) development of a comprehensive, individualized service plan; 3) coordination of services required to implement the plan; 4) client monitoring to assess the efficacy of the plan; and 5) periodic re-evaluation and adaptation of the plan as necessary over the life of the client. It includes client-specific advocacy and/or review of utilization of services.”

The ultimate goal of case management is to help clients enter into and remain in primary care. In the process, programs must facilitate each client’s progress toward self-sufficiency.

Medical Case Management Standards of Care

The overall objectives of the Medical Case Management standards of care are to:

- provide the highest quality of care through experienced and trained case managers;
- gather information to assess and determine each client’s needs; and
- develop and implement a service plan.

The service specific standards of care for Medical Case Management provide additional requirements on the following components of service provision:

- A. Agency Policies and Procedures
- B. Competencies
- C. Assessment and Service Planning

Medical Case Management providers are expected to comply with the Universal Standards of Care (except as noted below), as well as these additional standards.

EXCLUSION: Medical Case Management providers *are not required* to adhere to Universal Standards 6.1 thru 6.5 (assessment and service planning), but must comply with the service specific assessment and service planning standards below (C.1 thru C.3).

1.0 Agency Policies and Procedures

Standard	Measure
<p>1.1 Case managers (1.0 FTE) have a minimum of twenty-five (25) active clients.</p> <p>1.2 Case management supervisor conducts a file review every six months to ensure that client files meet standards.</p>	<p>1.1 Files exist for at least twenty-five (25) active clients for each 1.0 FTE case manager. Written justification for any caseload size of less than twenty-five (25) clients per 1.0 FTE case manager must be on file at the agency.</p> <p>1.2 Documentation in client's file or separate location (e.g., binder).</p>

A. Medical Case Management Competencies

The objectives of the competencies standards for Medical Case Management are to:

- provide the highest quality of care through experienced and trained case managers;
- provide case managers with quality supervision; and
- inform case managers/case management supervisors of their job responsibilities.

HIV case managers must be able to work with clients and develop a supportive relationship, enable clients to reach their self-sufficiency goals, and facilitate access to and use of available services. At a minimum, all case managers hired by provider agencies will be able to demonstrate the ability to coordinate services, information and referrals for clients in need of case management services, the ability to complete documentation as required by their position, and previous experience in the human service delivery field. All HIV case managers and case manager supervisors will be given a written job description that outlines specific minimum qualifications. All HIV case managers will attend the next available State of NH funded Fundamentals of HIV training after their date of hire.

B. Competencies		Case Management	
Standard		Measure	
B.1	Newly hired HIV case managers have at least the following qualifications: <ul style="list-style-type: none"> • the ability to coordinate services, information, and referrals for clients in need of HIV related medical and support services; • the ability to complete documentation required by the case management position; and • experience and/or education consistent with the job description. 	B.1	Job description on file that describes minimum qualifications of standard. Résumé in personnel file meeting minimum requirements of the job description.
B.2	Newly hired or promoted HIV case manager supervisors have at least the minimum qualifications described above for case managers plus two years of case management experience or other experience relevant to the position (e.g., volunteer management).	B.2	Résumé in personnel file meeting minimum requirements of standard.
B.3	Newly hired case managers attend NH funded Fundamentals of HIV training as soon as available, as well as other related trainings as available.	B.3	Documentation of completed training on file including fundamentals of HIV and all other applicable training.

6.1. Assessment and Service Planning

The objectives of the assessment and service planning standards for Medical Case Management are to:

- gather appropriate information from each client at regular intervals to determine and assess his/her needs; and
- develop, implement, and monitor a service plan collaboratively with each client, including action steps and a timeline for meeting his/her goals based on his/her needs.

A client has a right to a fair and comprehensive assessment of his/her medical and support service needs. The focus of the initial assessment is to evaluate client needs through a cooperative and interactive process involving the case manager and the client. The client will be the primary source of information, but information from other sources (e.g., family members, or medical and psychosocial providers) may be included if the client grants permission to access these sources. The initial assessment should be conducted face-to-face, and at a location that is mutually acceptable to the client and the case manager (including the client's home or in the hospital if the client is too sick to travel to the agency). The assessment may occur at intake, but must be completed within 60 days of intake.

A *Case Management Assessment Form* has been provided by the State of NH DPHS. Agencies may use their own form, but assessments must address at minimum the following components:

- Basic information about the client
- Connection to medical care
- Health status
- Access to benefits
- Support systems and relationships
- Housing
- Financial and legal concerns
- Access to nutritious food
- Mental health
- Sexual health/positive prevention/partner services
- Substance use
- Overall level of need
- Medication Adherence

During the initial assessment, each client must be assessed for linkages to primary care and screened for basic substance abuse or mental health issues. If the assessment indicates a possible need for substance abuse treatment and/or mental health services, the client will be referred to a qualified substance abuse counselor and/or mental health clinician for a comprehensive clinical assessment.

Based on the information collected during the intake and initial assessment, the case manager will create a customized individual service plan/client action plan (ISP/CAP) with the client. The ISP/CAP serves as the road map for the client's progress through the HIV service system and will include measureable goals and objectives that encourage client self-sufficiency. The ISP/CAP should include specific services needed and referrals to be made including time frames and a plan for follow-up. The ISP/CAP must address harm reduction and positive prevention. ISP/CAP must be completed within 60

days of the initial intake date and must be reviewed and approved by the case management clinical supervisor.

Assessment and service planning are ongoing processes. It is the responsibility of the case manager to reassess a client's needs and his/her ISP/CAP as needed but no less than once every six (6) months.

C. Assessment and Service Planning		Case Management	
Standard		Measure	
C.1	To determine minimum eligibility for services, client's HIV-positive status is verified if client chooses to enroll.	C.1	Physician's note, patient medical information form, or laboratory test in client's file documenting that client is HIV- positive.
C.2	Comprehensive initial assessment is completed within 60 days of intake, including: <ul style="list-style-type: none"> • basic information about the client; • support systems and relationships; • connection to medical care; • health status; • housing; • financial and legal concerns; • access to nutritious food; • mental health; • sexual health/positive prevention/partner services; • substance use; and • overall level of need. 	C.2	Completed case management assessment form in the client file.
C.3	Individual service plan/client action plan (ISP/CAP) is completed collaboratively with the client within 30 days of intake and includes short-term and long-term goals, action steps to address each goal, specific services needed and referrals to be made, barriers and challenges, a timeline, and a plan for follow-up.	C.2	In addition to having the client's and case manager's signature, a completed ISP/CAP is reviewed, approved, and signed by the case management clinical supervisor and stored in client's file.
C.3	Reassessment of client needs is completed as needed, but not less than once every six months. At least once per year, re-assessment must be conducted face-to-face.	C.3	Documentation of reassessment in client's file, including whether the re-assessment was conducted over the phone or face-to-face.

Home and Community-Based Medical Care

Home and Community-Based Medical Care Definition

Services funded under this category assist persons living with HIV/AIDS to receive home-based nursing and homemaking assistance.

Home and Community-Based Medical Care Standards of Care

The overall objectives of the Comprehensive Home-Based Medical Care standards of care are to ensure that patients receive quality home-based clinical and non-clinical services.

The service specific standards of care for Home and Community Based Medical Care provide additional requirements on the following components of service provision:

- A. Personnel
- B. Intake and Eligibility
- C. Transition and Discharge

Comprehensive Home-Based Medical Care providers are expected to comply with the Universal Standards of Care (except as noted below), as well as these additional standards.

EXCLUSION: Comprehensive Home-Based Medical Care providers *are exempt from* Universal Standard 6.1, but must comply instead with the service-specific intake and eligibility standard below (B.1).

A. Personnel

The objective of the personnel standard of care for Comprehensive Home and Community-Based Medical Care is to promote high quality care by ensuring that services are provided by Home Health Nurses who have appropriate licenses and are credentialed to perform nursing responsibilities.

A. Personnel		Comprehensive Home-Based Medical Care	
Standard		Measure	
A.1	Nursing services are provided by Home Health Nurses who are licensed as required by the State of New Hampshire.	A.1	Résumé and documentation of licensure for each staff member funded to provide services in personnel files at the agency.
A.2	Homemaker services are provided by a Licensed or otherwise credentialed agency or staff person, either directly or via subcontract.	A.2	Résumé and documentation of licensure for each staff member funded to provide services in personnel files at the agency.

B. Intake and Eligibility

The objective of the intake and eligibility standards of care for Home and Community-Based Medical Care is to ensure that initial patient assessments are completed in a timely manner.

Standard		Measure	
B.1	An initial assessment is conducted within 72 hours of referral.	B.1	Completed assessment form in client file with documentation of date of referral and assessment completion.

C. Transition and Discharge

The objective of the transition and discharge standard of care for Comprehensive Home-Based Medical Care is to ensure that staff support a smooth transition for patients who are discharged to home after a period of hospitalization and that they collaborate with staff at inpatient facilities to ensure the patient's needs are met.

C. Transition and Discharge		Comprehensive Home-Based Medical Care	
Standard		Measure	
C.1	Staff actively participate in the patient's inpatient discharge planning and collaborate with the local EMMS provider and local inpatient facilities that share mutual patients.	C.1	Current memoranda of agreement (MOAs) with discharge planning teams at community inpatient facilities are on file at the agency.

Dental Services

Dental Services Definition

Services funded under this category are the preventive diagnostic and therapeutic services rendered by dentists, dental hygienists, and other dental practitioners.

Dental Services Standards of Care

The overall objectives of the standards of care for Dental Services are to:

- provide access to treatment by licensed dentists and hygienists;
- appropriately address issues of consent and confidentiality for a client enrolled in services; and
- deliver high quality services corresponding to a client's level of need.

The service specific standards of care for Dental Services provide additional requirements on the following components of service provision:

- A. Competencies
- B. Client Rights and Responsibilities
- C. Treatment Assessment and Planning

Dental Services providers are expected to comply with the Universal Standards of Care (except as noted below), as well as these additional standards.

EXCLUSION: Dental Services providers *are not required* to adhere to Universal Standards 6.1 thru 6.5 (assessment and service planning), but must comply with the service specific treatment assessment and planning below (C.1, C.2, and C.3).

A. Competencies

The objective of the competencies standards for Dental Services is to provide clients with the highest quality services through trained, experienced, and appropriately licensed and credentialed staff members.

A. Competencies		Dental Services	
Standard		Measure	
A.1	Participating dentists and hygienists possess appropriate license, credentials, and expertise.	A.1	Completed forms in provider's personnel files; forms contain Board of Dentistry license number.
A.2	The dental program director has training and experience.	A.2	Résumé in provider's personnel files.

B. Treatment Assessment and Planning

The objective of the treatment assessment and planning standards for Dental Services are

- to guide the provider in delivering high quality care corresponding to the client's level of need; and
- to incorporate a client's input into the treatment plan.

C. Treatment Assessment and Planning		Dental Services	
Standard		Measure	
C.1	A treatment plan is developed based upon the initial examination of the client.	C.1	Completed treatment plan in client file at the provider, submitted by dentist, and reviewed and approved by dental program director.
C.2	All treatment plans are reviewed together with the client and client agrees to the treatment plan before treatment begins.	C.2	Client acceptance of the treatment plan in client file.
C.3	Treatment plan is reviewed and updated as deemed necessary by the dental provider or dental program director.	C.3	Updated treatment plan in client file at the provider, submitted by dentist, and revised and approved by dental program director.

HIV Drug Assistance

HIV Drug Assistance Service Definition

The service funded under this category is the provision of medically prescribed pharmaceuticals used in the treatment of HIV and HIV-related conditions. This service is provided by covering either the full cost of medications, or the cost of co-pays for insurance policies with comparable pharmaceutical formularies.

HIV Drug Assistance Standards of Care

The overall objectives of the HIV Drug Assistance standards of care are to ensure that programs screen clients for eligibility for health insurance, other sources of reimbursement, and/or other benefits.

The service specific standards of care for HIV Drug Assistance provide additional requirements on the following components of service provision:

A. Eligibility

HIV Drug Assistance providers are expected to comply with the Universal Standards of Care, as well as these additional standards.

A. Eligibility

The objective of the eligibility standard for HIV Drug Assistance is to screen clients for eligibility for health insurance, other sources of reimbursement, and/or other benefits.

A. Eligibility		HIV Drug Assistance	
Standard		Measure	
A.1 Clients are screened for eligibility for health insurance, other sources of reimbursement, and/or other benefits.		A.1	Completed documentation of eligibility screening in client's file.

Mental Health Services

Mental Health Services Definition

Services funded under this category are psychological and psychiatric treatment, counseling, and case consultation services provided by professional mental health providers (licensed or authorized within NH). This includes ongoing treatment and/or short-term transitional services for those without access to other programs.

Mental Health Services Standards of Care

The overall objectives of the Mental Health Services standards of care are to:

- have policies in place to protect clients' rights;
- provide services with licensed (or authorized within the state) professionals who have appropriate education and experience; and
- assess and respond appropriately to the routine and emergency psychological and psychosocial needs of clients with a range of presenting problems.

The service specific standards of care for Mental Health Services provide additional requirements on the following components of service provision:

A. Competencies

Mental Health Services providers are expected to comply with the Universal Standards of Care, as well as these additional standards.

A. Competencies

The objective of the competencies standard for Mental Health Services is to provide clients with the highest quality services through experienced and trained staff.

A. Competencies		Mental Health Services	
Standard		Measure	
A.1	Staff members are licensed or authorized within the state, as necessary, to provide mental health services in New Hampshire.	A.1	License/authorization on file in mental health, social work, psychology, or psychiatry for professionals providing mental health services. This typically includes psychiatrists, psychologists, and licensed clinical social workers (LICSW).

Outpatient/Ambulatory Health Services

Outpatient/Ambulatory Health Services Definition

Services funded under this category provide routine, non-emergency, outpatient medical care, case consultation, patient education, and OB/GYN services.

Primary Medical Care Standards of Care

The overall objectives of the Primary Medical Care standards of care are to:

- ensure providers are licensed and accredited;
- have policies that respond to the needs of incapacitated clients and that address advance directives; and
- provide high quality services with licensed staff.

The service specific standards of care for Outpatient/Ambulatory Health Services provide additional requirements around the following components of service provision:

- A. Provider Licensing, Policies, and Procedures
- B. Competencies

Primary Medical Care providers are expected to comply with the Universal Standards of Care, as well as these additional standards.

A. Agency Licensing, Policies, and Procedures

The objectives of the Provider licensing, policies, and procedures standards for Primary Medical Care are to:

- demonstrate compliance with applicable federal and state regulations including licensing requirements for primary medical care; and
- have policies and procedures in place to protect clients' rights and ensure quality of care.

A. Provider Licensing, Policies, and Procedures		Primary Medical Care	
Standard		Measure	
A.1	Provider is licensed and accredited by appropriate state and/or federal agencies.	A.1	Current license(s) on file from appropriate state and/or federal agencies (e.g., clinic or Hospital license).
A.2	Provider has policies and procedures to address the needs of incapacitated clients, including policies addressing advance directives and treatment and care decisions.	A.2	Written policies on file.
A.3	Provider has written information accessible to individuals concerning their rights under state law to make decisions concerning their medical care, including the right to accept or refuse medical or surgical treatment and the right to formulate advance directives such as the Health Care Proxy or Durable Power of Attorney for Health Care.	A.3	Written policy on file.
A.4	Provider provides education to staff and clients about advance directives.	A.4	Written educational materials and resources made available to clients and staff, including referral information to legal advocacy Services.

B. Competencies

The objective of the competencies standard for Primary Medical Care is to ensure that services are provided by staff that are licensed, as necessary, to provide primary medical care services.

B. Competencies		Primary Medical Care	
Standard		Measure	
B.1	Staff members are licensed, as necessary, to provide primary medical care services.	B.1	Copy of license in personnel file for each staff member. Professional diagnostic and therapeutic services are rendered by a physician, physician's assistant, clinical nurse specialist, or nurse practitioner.

Substance Abuse Services

Substance Abuse Services Definition

Outpatient Services funded under this category may include pre-treatment program of recovery readiness; harm reduction and abstinence-based treatment and counseling; medical treatment (Methadone or Suboxone) for substance abuse; mental health counseling to reduce depression, anxiety, and other disorders associated with substance abuse; neuropsychiatric pharmaceuticals; and relapse prevention in an outpatient or residential health service setting.

Substance Abuse Services Standards of Care

The overall objectives of the Substance Abuse Services standards of care are to:

- comply with state regulations, including licensing requirements, for substance abuse services and the American Society of Addiction Medicine (ASAM) patient treatment placement guidelines and Commission on Accreditation of Rehabilitation Facilities (CARF) certification; and
- provide services with skilled, licensed professionals with experience and/or education in relevant disciplines.

The service specific standards of care for Substance Abuse Services provide additional requirements around the following components of service provision:

- A. Agency Licensing and Policies
- B. Competencies

Substance Abuse Services providers are expected to comply with the Universal Standards of Care, as well as these additional standards.

A. Agency Licensing and Policies

The objective of the standards for agency licensing and policies for Substance Abuse Services is to ensure that programs comply with state regulations and licensing requirements.

Ryan White Program funds may not be used for residential care or inpatient detoxification in a hospital setting.

A. Agency Licensing and Policies		Substance Abuse Services	
Standard		Measure	
A.1	Agency is licensed and accredited by appropriate state agency to provide substance abuse services.	A.1	Current license(s) on file.

B. Competencies

The objective of the competencies standards for Substance Abuse Services is to ensure that clients have access to the highest quality services through experienced and trained staff.

B. Competencies		Substance Abuse Services	
Standard		Measure	
B.1	Staff members are licensed or certified, as necessary, to provide substance abuse services and have experience and skills appropriate to the specified substance abuse treatment modality.	B.1	Current license or certification and résumé on file.

Early Intervention Services (EIS)

Early Intervention Services (EIS) Definition

Funds awarded under this service category may be used to support early detection of HIV, to help prevent or delay the onset of AIDS. EIS are comprised of four key components: 1) HIV Testing and Targeted Counseling, 2) Referral Services, 3) Linkage to Care, and 4) Health Education and Literacy Training that enables clients to navigate the HIV system of care. All four components must be present; Part B funds for HIV testing are to be used as necessary to supplement, not supplant, existing funding.

EIS Standards of Care

The overall objectives of the EIS standards of care are to:

- Help clients who are unaware of their HIV status learn their status and receive either a referral to prevention services or referral and linkage to HIV care services.
- Create linkage agreements (MOU/MOA) and make referrals; work with key points of entry to create connections between services; providing referral to additional services to meet immediate needs.
- Identification of Primary Medical Care provider. Also may include referral to Medical Case Management; Entry into Substance Abuse Treatment; and/or Treatment Adherence Counseling.
- Documentation that initial visit to Primary Medical Care provider occurred.
- Provide education on the HIV service delivery system; how to work with your clinicians; how to handle problems and issues; disease progression and managing life with HIV disease.

Providers of EIS shall adhere to all universal standards of care.

A. HIV Testing and Targeted Counseling

A. HIV Testing and Targeted Counseling EIS

Standard	Measure
A.1 Clients are screened for health insurance, other sources of reimbursement, and/or other benefits.	A.1 Completed documentation of client coverage in client's file.
A.2 Providers operate in accordance with State and federal guidelines for HIV Testing and Counseling.	A.2 Applicable documentation, policies and procedures on file at the agency.

B. Referral Services

B. Referral Services EIS

Standard	Measure
B.1 Linkage agreements in place for outpatient/ambulatory health services and HIV Prevention services.	B.1 Copies of MOUs are made available. Referrals are documented in the client chart.

C. Linkage to Care

C. Linkage to Care EIS

Standard	Measure
C.1 HIV positive clients are referred to a primary medical care provider or an infectious disease provider for initial lab work.	C.1 Referral date and date of initial lab work are documented in the client chart.
C.2 HIV positive clients are referred to medical case management, substance abuse treatment and other core medical services as necessary.	C.2 Referral date and provider documented in client chart.
C.3 HIV negative clients are referred to HIV prevention and/or Pre-exposure prophylaxis programs (PrEP).	C.3 Referral date is documented in the client chart.

D. Health Education and Literacy Training

D. Health Education and Literacy Training		EIS
Standard	Measure	
D.1 Conduct an individual assessment of client's knowledge of HIV risk and transmission, disease progression and the health care delivery system.	D.1 Completed assessment filed in client chart.	
D.2 Based on the results of the assessment, provide health education and literacy training on areas that will support both HIV positive and negative clients to meet their health goals.	D.2 Health education sessions are documented in the client chart.	

Insurance Services

Insurance Services Definition

Funds awarded under this service category may be used to support a Health Insurance Premium and Cost-Sharing Assistance Program, a core medical service, for eligible low-income HIV-positive clients. Under this service category, funds may be used as the payer-of-last-resort to cover the cost of public or private health insurance premiums, as well as the insurance deductible and co-payments. Payment of expense associated with inpatient stays or Emergency Department charges are not included in this service.

Insurance Standards of Care

The overall objectives of the Insurance Continuation Services standards of care are to:

- Pay for insurance plans that are licensed by the State of NH to cover essential health benefits as defined by the Affordable CareAct;
- Ensure that clients are enrolled expeditiously and maintain coverage without interruption while the Program pays for their premiums; and
- Ensure that the Ryan White CARE program pays only for those plans that contribute a cost savings to the Program in the aggregate. Individual client plans do not necessarily have to show a cost savings each year.

A. Maintaining Insurance Enrollment

Like the HIV Drug Assistance standards, one objective of the standard of care for **Insurance Continuation** is to accurately assess clients for the health insurance benefits offered by the plan. The contractor must collect all of the pertinent insurance information from the client and document it in the CAREWare system.

Plan information collected must include a plan description, including levels of drug coverage, levels of deductibles and copayments, maximum annual out-of-pocket amounts, and provider network availability.

A. Enrollment Information		Insurance Continuation	
Standard		Measure	
A.1	Clients are screened for eligibility for health insurance, other sources of reimbursement, and/or other benefits.	A.1	Completed documentation of client coverage in client's file.
A.2	Client insurance coverage to be reimbursed represents a savings to the NH CARE Program	A.2	Benefits must exceed costs when summed over all insured clients in the Program

B. Insurance Bill Processing

The contractor will operate a process for making payments to health insurance carriers for premiums and healthcare providers for copays/coinsurance/deductibles.

Payment information collected must include premium amount paid, deductibles and copayments made, maximum annual out-of-pocket amounts reached. Dates of invoices and payments must be recorded in a monthly statement of accounts.

B. Insurance Bill Processing		Insurance Continuation	
Standard		Measure	
B.1	Contractor will collect all invoices and other documentation from insurance companies, and healthcare providers for all payments made on behalf of NH CARE Program clients.	B.1	Completed payments for insurance coverage and copayments/deductibles in client's file.
B.2	Contractor will make all payments on time for NH CARE Program clients so that insurance coverage is not cancelled.	B.2	On-time payments for insurance coverage and copayments/deductibles.

Medical Transportation

Medical Transportation Service Definition

Services funded under this category include, transportation to HIV related health services and appointments may be in the form of taxi vouchers, agency van, volunteer rides, and/or bus tokens.

Transportation Standards of Care

The objectives of the Transportation standards of care are to:

- reimburse approved transportation services for eligible individuals living with HIV/AIDS and their caregivers;
- provide clients with the highest quality of services through trained and experienced staff;
- provide safe, timely, and reliable transportation services that facilitate access to medical and psychosocial services; and
- coordinate and administer services by qualified persons with designated administrative and program responsibilities.

The service specific standards of care for Transportation provide additional requirements around the following components of service provision:

A. Program Safety

Transportation providers are expected to comply with the Universal Standards of Care, as well as these additional standards.

A. Program Safety

The objective of the program safety standards of care for Medical Transportation is to ensure the safety of clients, including those with mobility impairments or other disabilities.

A. Program Safety		Medical Transportation	
Standard		Measure	
A.1	Program has the capacity to provide transportation that is accessible to individuals with disabilities, as required by the ADA.	A.1	Funder site visit and/or contract monitoring process.
A.2	Volunteer ride programs are provided by trained volunteers who possess valid driver's licenses, liability insurance, and safe driving records.	A.2	Documentation on file, including copies of driver's license, liability insurance coverage, and driving record.
A.3	Volunteer drivers receive training on the agency's policies and protocols for health and safety related incidents.	A.3	Emergency protocol for health and safety related incidents is reviewed with all staff at least once per year and is posted in the agency.
A.4	Vehicles that are part of van or volunteer ride programs contain first aid kits.	A.4	First aid kits in van or volunteer ride vehicles. Funder site visit or contract monitoring process.
A.5	Volunteer and private transportation is provided in registered and insured vehicles.	A.5	Copies of registrations and insurance coverage on file.
A.6	Volunteers who transport clients understand their responsibilities and obligations in the event of an accident, including the extent of their liability.	A.6	Signed and dated form on file that outlines responsibilities, obligations, and liabilities.
A.7	Operators of volunteer and private transportation agree to follow the established agency policy in the event of an accident.	A.7	Program has a written accident policy on file; policy reviewed and signed by volunteer and private transportation operators and kept on file.

Food and Nutrition

Food and Nutrition Definition

The services funded under this category include the provision of supplemental food and medical nutrition therapy services in the form of supermarket debit cards or food vouchers; and includes registered dietician services, and/or nutritional supplements as well as personal hygiene products.

Food and Nutrition Standards of Care

The overall objectives of the Food and Nutrition standards of care are to:

- assess and respond appropriately to the physical, nutritional, dietary, and therapeutic needs of clients; and
- ensure that clients have adequate knowledge of nutritional needs and awareness of strategies to accomplish nutritional goals.

The service specific standards of care for Food and Nutrition provide additional requirements on the following components of service provision:

- A. Agency Licensing and Policies
- B. Competencies

Food and Nutrition services providers are expected to comply with the Universal Standards of Care, as well as these additional standards.

A. Agency Licensing and Policies

The objectives of the standards for agency licensing and policies for Food and Nutrition are to:

- demonstrate compliance with state sanitation standards and registration/licensing regulations; and
- provide services to clients in need.

A. Agency Licensing and Policies		Food and Nutrition Services	
Standard		Measure	
A.2	Eligibility requirements include criteria for those who are unable or less able to purchase foods and/or prepare their own nutritionally adequate meals. Supplements are provided to those who are unable to eat solid food or require additional nutrition.	A.2	Written eligibility policy on file at agency. Clients receiving nutritional supplements have documentation of eligibility to receive supplements in their files.

B. Competencies

The objectives of the competencies standards for Food and Nutrition are to:

- provide clients with the highest quality services through experienced and trained staff; and
- ensure staff comply with all state and federal licensing guidelines.

At a minimum, all program staff hired to provide or administer food services will be able to provide appropriate care to clients infected/affected by HIV/AIDS and complete documentation as required by their positions. Clinical staff must possess the appropriate licensure, if applicable.

A. Competencies		Food and Nutrition Services	
Standard		Measure	
A.1	Staff have the skills, experience, registration, and licensing qualifications appropriate to providing food or nutritional counseling/education services.	A.1	Résumé and/or current license (e.g., certified registered dietician) on file.

Housing Support

Housing Support Service Definition

Services funded under this category include the provision of short-term assistance to support emergency, temporary or transitional housing may also include utility assistance.

Housing Support Standards of Care

The overall objectives of the Residential and Housing Support standards of care are to:

- ensure that programs are licensed and accredited;
- have appropriate policies and procedures in place to provide services;
- ensure clients are eligible for services; and
- reassess clients regularly.

Housing Support providers are expected to comply with the Universal Standards of Care and must comply with the these additional standards.

A. Agency Licensing and Policies

The objective of the agency licensing and policies standards for Housing Support is to ensure that housing advocacy/search programs document housing placements.

A. Agency Policies and Procedures		Housing Support	
Standard		Measure	
A.1	Agency maintains documentation of temporary and permanent housing placements.	A.1	Documentation in client file, including site, date of placement, and client and provider signatures; utilization data submitted to funder.

B. Assessment and Service Plan

The objective of the assessment and service plan standards for Residential and Housing Support services is to ensure that supportive residential housing programs conduct regular, face-to-face reassessments with clients.

B. Assessment and Service Plan		Housing Support	
Standard		Measure	
B.1	Reassessments conducted at six-month intervals are face-to-face meetings between clients and case managers.	B.1	Documentation of meetings in client's file.

Linguistic Services

Linguistic Services Definition

The services funded under this category include the provision of interpretation (oral) and translation (written) services, provided by qualified individuals to be used to support the delivery of other Ryan White funded services.

Linguistic Standards of Care

The overall objectives of the Linguistic standards of care are to:

- assess and respond appropriately to the linguistic needs of clients; and
- ensure that clients have adequate linguistic resources to understand and actively participate in the provision of Ryan White services, to accomplish health goals.

The service specific standards of care for Linguistic Services provide additional requirements on the following components of service provision:

- A. Agency Licensing and Policies
- B. Competencies

Linguistic service providers are expected to comply with the Universal Standards of Care, as well as these additional standards.

A. Agency Licensing and Policies

The objectives of the standards for agency licensing and policies for Linguistic Services are to:

- provide services to eligible clients in need.

A. Agency Licensing and Policies		Linguistic Services	
Standard		Measure	
A.2	Eligibility requirements include criteria for those who qualify for interpretation and written translation services.	A.2	Written eligibility policy on file at agency.

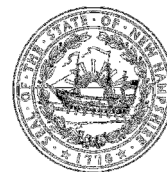
B. Competencies

The objectives of the competencies standards for Linguistic Services are to:

- provide clients with the highest quality services through experienced and trained staff; and
- ensure staff comply with all state and federal licensing guidelines.

At a minimum, all program staff hired to provide linguistic services will be able to provide appropriate care to clients infected/affected by HIV/AIDS and complete documentation as required by their positions.

A. Competencies		Linguistic Services	
Standard		Measure	
A.1	Staff have the skills, experience, registration, and licensing qualifications appropriate to providing interpretation and/or translation services.	A.1	Résumé on file.



New Hampshire Department of Health and Human Services
Department of Public Health
Bureau of Infectious Disease Control
29 Hazen Drive
Concord, NH 03301



APPENDIX F

TRANSMITTAL COVER FORM LETTER

Denise Sherburne, Procurement Coordinator
NH Department of Health and Human Services
Contracts & Procurement Unit
129 Pleasant Street
Concord, NH 03301

Dear Denise:

By providing the requested information below, and signing, dating and submitting this Transmittal Cover Form Letter to you, we attest that:

- We have reviewed and agree to be bound by all application terms and conditions. Please place a checkmark (multiple checkmarks for more than one core medical services) in the applicable services from the following list:

	Appendix G – Mental Health & Substance Use Disorder Counseling and Treatment Services, RFA-2019-DPHS-04-NHCAR
	Appendix H – Oral Health Care Services, RFA-2019-DPHS-04-NHCAR
	Appendix I – Outpatient/Ambulatory Health & TBFA Services, RFA-2019-DPHS-04-NHCAR
	Appendix J – Home and Community Based Health & TBFA Services, RFA-2019-DPHS-04-NHCAR

Including, but not limited to the Appendix A – Exceptions to the Terms and Conditions, the Appendix B – Contract Minimum Requirement, and the Appendix C – CLAS Requirements.

- We understand that the Appendix B shall form the basis of any Contract resulting from this RFA.
- We understand and agree to provide proof of, and maintain for the term of any Contract resulting from this RFA, the following insurance coverages:
 - ☐ Comprehensive General Liability or Professional Liability, and
 - ☐ Workers' Compensation coverage, if applicable.
- We/I are/am not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency under 45 CFR Part 76; and have the ability to become a vendor with the State of New Hampshire.
- The following documents are completed, signed, dated and attached to this Transmittal Cover Letter:
 - ☐ Signed and dated Appendix A – Exceptions to the Terms and Conditions;



APPENDIX F

TRANSMITTAL COVER FORM LETTER

- ☐ Completed, signed and dated Applicant Step #2 – Required Questions Relating to Language Assistance Measures in the Appendix C – CLAS Requirements;
- ☐ Curriculum Vitae or resume of each individual performing functions identified in the RFA;
- ☐ Medical Licenses, Credentials and/or Certificates; and
- The point of contact from my office is:
 - ☐ Name/Title: _____
 - ☐ Telephone Number: _____
 - ☐ Email Address: _____
- The individual from my office that is authorized to contractually obligate the practice is:
 - ☐ Name/Title: _____
 - ☐ Telephone Number: _____
 - ☐ Email Address: _____
- Subrecipients of the Contracted provider may be reimbursed at Medicaid rates. List Provider(s) and/or Agency(s) that have an existing MOU, MOA, Contract, and/or other form of agreement with your practice/agency providing ancillary services. Subrecipients of the Contracted provider are eligible for reimbursement.

I look forward to working with the NH Department of Health and Human Services on Core Medical Services contract.

Sincerely,

Signed: _____

Date: _____

Name: _____

Title: _____



APPENDIX G

Mental Health & Substance Use Disorder Counseling and Treatment Services

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The subrecipient (Vendor) is an extension of the direct recipient; therefore, the Vendor will adhere to all applicable legislative and programmatic requirements as it carries out the agreed-upon services under the scope of the contract in accordance with the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act legislation, administered by the U.S. Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA), HIV/AIDS Bureau (HAB). The Vendor must ensure that those funds are utilized for their intended purpose and must expend those funds in compliance with requirements set forth in the Human Resources Services Administration (HRSA) National Monitoring Standards, as instructed by the Division of Public Health (DPHS). The National Monitoring Standards may be found online:

Fiscal Standards:

<https://hab.hrsa.gov/sites/default/files/hab/Global/fiscalmonitoringpartb.pdf>

Program Standards:

<http://hab.hrsa.gov/manageyourgrant/files/programmonitoringpartb.pdf>

Universal Standards:

<http://hab.hrsa.gov/manageyourgrant/files/universalmonitoringpartab.pdf>

- 1.2. The Vendor will ensure mental health & substance use disorder counseling and treatment services are provided by New Hampshire Board of Licensing for Alcohol and Other Drug Use Professionals and be free from any mental or physical impairment or condition which would preclude his/her ability to competently perform the essential functions or duties under this agreement.
- 1.3. The Vendor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.4. The Vendor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the services described herein, the State Agency has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.5. The Vendor must provide outpatient Mental Health and/or Substance Use Disorder counselling and Treatment services to individuals enrolled in the



APPENDIX G

Mental Health & Substance Use Disorder Counseling and Treatment Services

NH CARE Program, which provides financial assistance for medical services, including mental health and Substance Use Disorder counseling and Treatment services, to uninsured and underinsured NH residents living with Human Immunodeficiency Virus (HIV), statewide.

2. Scope of Services

- 2.1. The selected vendor(s) must act as a representative of the NH CARE Program to provide, but not limited to: outpatient mental health and/or substance Use disorder counseling and treatment to enrolled NH CARE Program clients only; services provided outside of enrollment periods will not be reimbursed. Refer clients to their Medical Case Manager as needed to re-enroll in the NH CARE Program.
- 2.2. The selected vendor(s) must maximize billing to private and commercial insurances, Medicare, and Medicaid, for all reimbursable services rendered. The Department is the payer of last resort.
- 2.3. The selected vendor(s) must invoice NH CARE Program for services using a health insurance claim form or reasonable facsimile; additional invoicing methods may be approved by the program; services shall be reimbursed at NH Medicaid rates.
- 2.4. The selected vendor(s) must participate in an annual site visit with NH Division of Public Health Services (DPHS) staff in accordance with Appendix E Standards of Care for New Hampshire HIV/AIDS Services and Appendix D Core Medical Svcs Annual Monitoring Site Visit Process.
- 2.5. The selected vendor(s) must participate in periodic Technical Assistance (TA) monitoring calls with the Department.
- 2.6. The selected vendor(s) must collect, process, transmit, and store client level data in a secure, electronic format as specified by the program or if reasonable via CAREWare for the completion of annual reports to HRSA.
- 2.7. The selected vendor(s) must notify the NH CARE Program in writing of any newly hired administrator, clinical coordinator or any staff person essential to carrying out the contracted services and include a copy of the individual's resume, within thirty (30) days of hire.
- 2.8. Upon approval of the agreement by the Executive Council the selected vendor(s) are eligible to apply for a micro-grant of up to \$5,000 to assist with the implementation of a quality improvement project focused on improving health outcomes, patient care, and/or patient satisfaction in accordance with the NH CARE Program micro-grant requirements to submit a proposal.



APPENDIX G

Mental Health & Substance Use Disorder Counseling and Treatment Services

-
- 2.9. Micro-grants must be approved by the NH Care Program Manager prior to funds being allocated to the Vendor(s).

3. COMPENSATION & CONTRACT VALUE

- 3.1. Funds for Mental Health & Substance Use Disorder Counseling and Treatment Services are anticipated to be available statewide for these services, in the amounts of \$30,000 for State Fiscal Year 2019, \$30,000 for State Fiscal Year 2020, and \$22,500 nine (9) months, July 1, 2020 through March 31, 2021 State Fiscal Year 2021 across all contractors. Services will be limited to outpatient services; inpatient room services will not be covered. Services will be reimbursed at NH Medicaid rates.
- 3.2. NH CARE Program is seeking vendor(s) to implement a quality improvement project. The rate of compensation for State Fiscal Year 2019 \$5,000 budgeted, \$5,000 State Fiscal Year 2020, and \$3,750 nine (9) months, July 1, 2020 through March 31, 2021 State Fiscal Year 2021. This amount is anticipated to be available based upon the availability and continued appropriation of funds in the future operating budget.

4. CONTRACT PERIOD

- 4.1. The applicant must be available to begin providing services on date of Governor and Executive Council approval of the Agreement, and shall continue to provide services until March 31, 2021, with the potential of an extension of up to three additional years, contingent upon satisfactory Vendor performance, continued funding and Governor and Executive Council approval.



APPENDIX H
Oral Health Care Services

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The subrecipient (Vendor) is an extension of the direct recipient; therefore, the Vendor will adhere to all applicable legislative and programmatic requirements as it carries out the agreed-upon services under the scope of the contract in accordance with state and federal laws. Special attention is called to the following statutory responsibilities: the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act legislation, administered by the U.S. Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA), HIV/AIDS Bureau (HAB). The Vendor must ensure that those funds are utilized for their intended purpose and must expend those funds in compliance with requirements set forth in the Human Resources Services Administration (HRSA) National Monitoring Standards, as instructed by the Division of Public Health (DPHS). The National Monitoring Standards may be found online:

Fiscal Standards:

<https://hab.hrsa.gov/sites/default/files/hab/Global/fiscalmonitoringpartb.pdf>

Program Standards:

<http://hab.hrsa.gov/manageyourgrant/files/programmonitoringpartb.pdf>

Universal Standards:

<http://hab.hrsa.gov/manageyourgrant/files/universalmonitoringpartab.pdf>

- 1.1. The Vendor will ensure oral health services are provided by a New Hampshire Board of Dental Examiners licensed professional and be free from any mental or physical impairment or condition which would preclude his/her ability to competently perform the essential functions or duties under this agreement.
- 1.2. The Vendor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.3. The Vendor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an



APPENDIX H

Oral Health Care Services

impact on the services described herein, the State Agency has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

- 1.4. The Vendor must provide outpatient oral health services to individuals enrolled in the NH CARE Program, which provides financial assistance for medical services, including oral health services, to uninsured and underinsured NH residents living with Human Immunodeficiency Virus (HIV), statewide.

2. Subcontractors

- 2.1. If services required to comply with this Appendix are provided by a subcontracted agency or provider, the NH CARE Program must be notified in writing, receive a copy of the subcontract agreement or Memorandum of Agreement (MOA). In addition, subcontractors must be held responsible to fulfill all relevant requirements included in this Appendices H Oral Health Care Services.

3. Scope of Services

- 3.1. The selected vendor(s) must act as a representative of the NH CARE Program to provide, but not limited to: preventive dental assessments and treatments, restorative dental care, and if applicable oral surgery as described in Section 3, NH CARE Program Dental Fee Schedule, to individuals who are enrolled in the NH CARE Program.
- 3.2. The selected vendor(s) must maximize billing to private and commercial insurances, Medicare, and Medicaid, for all reimbursable services rendered. The Department is the payer of last resort.
- 3.3. The selected vendor(s) must participate in an annual site visit with NH Division of Public Health Services (DPHS) staff in accordance with Appendix E Standards of Care for New Hampshire HIV/AIDS Services and Appendix D Core Medical Svcs Annual Monitoring Site Visit Process.
- 3.4. The selected vendor(s) must participate in periodic Technical Assistance (TA) monitoring calls with the Department.
- 3.5. The selected vendor(s) must collect, process, transmit, and store client level data in a secure, electronic format as specified by the program or if reasonable via CAREWare for the completion of annual reports.
- 3.6. The selected vendor(s) must notify the NH CARE Program in writing of any newly hired administrator, clinical coordinator or any staff person essential to carrying out the contracted services and include a copy of the individual's resume, within thirty (30) days of hire.



APPENDIX H
Oral Health Care Services

- 3.7. Upon approval of the agreement by the Executive Council the selected vendor(s) are eligible to apply for a micro-grant of up to \$5,000 to assist with the implementation of a quality improvement project focused on improving health outcomes, patient care, and/or patient satisfaction in accordance with the NH CARE Program micro-grant requirements to submit a proposal.
- 3.8. Micro-grants must be approved by the NH Care Program Manager prior to funds being allocated to the Vendor(s).

4. NH CARE Program Dental Fee Schedule

Code	Procedure	Code	Fee	
D 0120	Periodic oral evaluation	0120	41.00	
D 0140	Limited oral evaluation	0140	60.00	
D 0150	Comprehensive oral evaluation	0150	62.00	
D 0160	Detailed and extensive oral eval	0160	124.00	
D 0170	Re-eval, limited problem focused (estab patient)	0170	68.00	
D 0171	Re-eval, post-op office visit	0171	42.00	
D 0180	Comprehensive periodontal eval	0180	51.00	
D 0210	Intraoral-complete series	0210	96.00	
D 0220	Intraoral-Periapical 1st film	0220	15.00	
D 0230	Intraoral-Periapical each additional	0230	10.00	
D 0270	Bitewings - xray	0270	17.00	
D 0272	Bitewings - two films	0272	25.00	
D 0274	Bitewings - four films	0274	45.00	
D 0330	Panoramic film	0330	83.00	
D 1110	Prophylaxis adult	1110	85.00	
D 1120	Prophylaxis child	1120	38.00	
D 1208	Topical application of Flouride	1208	35.00	
D 1320	Smoking Cessation Counseling	1320	54.00	
D 1330	Oral hygiene instruction	1330	37.00	
D 2140	Amalgam - 1 surface	2140	150.00	
D 2150	Amalgam - 2 surface	2150	155.00	
D 2160	Amalgam - 3 surface	2160	180.00	
D 2161	Amalgam - 4/4+ surface	2161	200.00	



APPENDIX H
Oral Health Care Services

D 2330	Resin-1 surface anterior	2330	131.00	
D 2331	Resin-2 surface anterior	2331	143.00	
D 2332	Resin-3 surface anterior	2332	147.00	
D 2335	Resin-4/4+ surface anterior	2335	165.00	
D 2391	Resin-1 surface posterior	2391	150.00	
D 2392	Resin-2 surf. posterior	2392	155.00	
D 2393	Resin-3 surface posterior	2393	180.00	
D 2394	Resin-4/4+ surface posterior	2394	200.00	
D 2740	Crown by request	2740	825.00	by request
D 2750	Crown request	2750	825.00	by request
D 2751	Crown request	2751	775.00	by request
Code	Procedure	Code		
D 2752	Crown	2752	775.00	by request
D 2790	Crown	2790	775.00	by request
D 2791	Crown	2791	775.00	by request
D 2792	Crown	2792	775.00	by request
D 2920	Crown (re-cementing)	2920	104.00	
D 2940	Sedative filling	2940	75.00	
D 2950	Core build up	2950	250.00	by request
D 2954	Prefab post and core	2954	296.00	
D 3310	Root Canal	3310	775.00	by request
D 3320	Root Canal	3320	775.00	by request
D 3330	Root Canal	3330	775.00	by request
D 3348	Root Canal, previous RCT- molar	3348	1090.00	by request
D 4341	Scaling-root planing (per quadrant)	4341	100.00	
D 4342	Limited perio Scaling	4342	152.00	
D 4355	Full mouth debridement	4355	90.00	
D 4910	Periodontal maintenance	4910	120.00	
D 5110	Complete denture- maxillary	5110	800.00	
D 5120	Complete denture- mandibular	5120	800.00	
D 5130	Immediate denture- maxillary	5130	875.00	
D 5140	Immediate denture- mandibular	5140	875.00	
D 5211	Maxillary partial- resin base	5211	600.00	



APPENDIX H
Oral Health Care Services

D 5212	Maxillary partial- resin base	5212	600.00	
D 5213	Max partial- cast metal w/resin	5213	1,300.00	by request
D 5214	Mandibular partial- cast metal w/resin	5214	1,200.00	by request
D 5225	Maxillary partial- flexible base	5225	500.00	by request
D 5410	Adjust complete denture, maxillary	5410	50.00	
D 5411	Adjust complete denture, mandibular	5411	50.00	
D 5421	Adjust partial denture, maxillary	5421	50.00	
D 5422	Adjust partial denture, mandibular	5422	50.00	
D 5520	Replace denture teeth	5520	127.00	by request
D 5610	Repair acrylic denture	5610	173.00	
D 5630	Repair of broken clasp (for partial denture)	5630	171.00	
D 5640	Replace broken tooth on partial	5640	149.00	
D 5650	Add tooth to existing partial denture	5650	196.00	
D 5670	Replace all teeth/acrylic on cast metal framework	5670	359.00	
Code	Procedure	Code	Fee	
D 5730	Reline complete denture	5730	300.00	
D 5750	Reline complete maxillary denture	5750	244.00	
D 5751	Reline complete mandibular denture	5751	244.00	
D 5760	Reline maxillary partial denture	5760	99.00	
D 5761	Reline mandibular partial denture	5761	99.00	
D 6240	Fixed partial denture pontics- porcelain to metal	6240	1,052.00	
D 6245	Pontic- porcelain/ceramic	6245	961.00	
D 6548	Retainer- porcelain/ceramic - resin-bonded fixed prosthesis	6548	573.00	
D 6740	Retainer Crown - porcelain/ceramic	6740	914.00	
D 6750	Fixed partial denture retainer- porcelain to metal	6750	1,035.00	by request
D 7140	Extraction- erupted/exposed	7140	150.00	
D 7210	Extraction- surgical-implant bony	7210	225.00	
D 7240	Removal of impacted tooth	7240	348.00	
D 7261	Removal impacted tooth w/complications	7261	225.00	
D 7285	Biopsy of oral tissue- hard	7285	450.00	
D 7286	Biopsy of oral tissue- soft	7286	259.00	
D 7310	Alveoloplasty - per quadrant	7310	275.00	
D 7311	Alveoloplasty w/extrac. 1-3 teeth/spaces per quadrant	7311	143.00	
D 7321	Alveoloplasty without extractions	7321	341.00	
D 7472	Removal of torus palatinus mandibular- 2 quadrants	7472	400.00	



APPENDIX H
Oral Health Care Services

D 7473	Removal of torus mandibularis- 2 quadrants	7473	400.00	
D 7510	Incision and drainage of abscess	7510	150.00	
D 9110	Palliative Tx of dental pain	9110	33.00	
D 9220	General anesthesia (first 30 min.)	9220	100.00	
D 9221	General anesthesia (each additional 15 min.)	9221	40.00	
D 9230	Inhalation of nitrous oxide/analgesia anxiolysis	9230	71.00	
D 9241	Intravenous conscious sedation/first 30 min	9241	100.00	
D 9242	Intravenous conscious sedation/each additional 30 min	9242	40.00	
D 9310	Dental consultation	9310	68.00	
D 9612	Parenteral drug injection @ 77.00 each	9612	77.00	
D 9910	Application of Desensitizing Medicament	9910	57.00	
D 9940	Mouth guard	9940	110.00	



APPENDIX H
Oral Health Care Services

5. COMPENSATION & CONTRACT VALUE

- 5.1. Funds for Oral Health Services are anticipated to be available in the amounts of \$100,000 for State Fiscal Year 2019, \$100,000 for State Fiscal Year 2020, and \$75,000 for nine (9) months, July 1, 2020 through March 31, 2021 State Fiscal Year 2021 across all Vendors statewide.
- 5.2. NH CARE Program is seeking vendor(s) to implement a quality improvement project. The rate of compensation for State Fiscal Year 2019 \$5,000 budgeted, \$5,000 State Fiscal Year 2020, and \$3,750 for nine (9) months, July 1, 2020 through March 31, 2021. This amount is anticipated to be available based upon the availability and continued appropriation of funds in the future operating budget.

CONTRACT PERIOD

- 5.1. The applicant must be available to begin providing services on date of Governor and Executive Council approval of the Agreement, and must continue to provide services until March 31, 2021, with the potential of an extension of up to three additional years, contingent upon satisfactory Vendor performance, continued funding and Governor and Executive Council approval.



APPENDIX I
Outpatient/Ambulatory Health & TBFA Services

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The subrecipient (Vendor) is an extension of the direct recipient; therefore, the Vendor will adhere to all applicable legislative and programmatic requirements as it carries out the agreed-upon services under the scope of the contract in accordance with state and federal laws. Special attention is called to the following statutory responsibilities: the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act legislation, administered by the U.S. Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA), HIV/AIDS Bureau (HAB) and the Tuberculosis Financial Assistance (TBFA) Program. The Vendor must ensure that those funds are utilized for their intended purpose and must expend those funds in compliance with requirements set forth in the Human Resources Services Administration (HRSA) National Monitoring Standards, as instructed by the Division of Public Health (DPHS). The National Monitoring Standards may be found online:

Fiscal Standards:

<https://hab.hrsa.gov/sites/default/files/hab/Global/fiscalmonitoringpartb.pdf>

Program Standards:

<http://hab.hrsa.gov/manageyourgrant/files/programmonitoringpartb.pdf>

Universal Standards:

<http://hab.hrsa.gov/manageyourgrant/files/universalmonitoringpartab.pdf>

- 1.2. The selected vendor (s) must adhere to the NH statute RSA-141C:

<http://www.gencourt.state.nh.us/rsa/html/X/141-C/141-C-mrg.htm>

and Administrative Rules HeP-301.05:

http://www.gencourt.state.nh.us/rules/state_agencies/he-p.html

that require reporting of suspect or confirmed cases of Tuberculosis disease within 24 hours. Reports can be called into the Bureau of Infectious Disease Control or reported using the Communicable Disease Reporting Form.

- 1.3. The Vendor must follow the Centers for Disease Control Guidelines for the Treatment of Tuberculosis (2003), Guidelines for the Treatment of Preventing Tuberculosis (2005), and Targeted Tuberculin Testing and Treatment of Latent Tuberculosis Infection (2000):

- <https://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm>



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- https://www.cdc.gov/mmwr/preview/mmwrhtml/rr5417a1.htm?s_cid=rr5417a1_e
 - <https://www.cdc.gov/mmwr/preview/mmwrhtml/rr4906a1.htm>
- 1.4. The Vendor will ensure outpatient/ambulatory health services are provided by a New Hampshire licensed medical professional and be free from any mental or physical impairment or condition which would preclude his/her ability to competently perform the essential functions or duties under this agreement.
 - 1.5. The Vendor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
 - 1.6. The Vendor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the services described herein, the State Agency has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
 - 1.7. The Vendor must provide outpatient/ambulatory health services to individuals enrolled in the NH CARE Program which provides financial assistance for medical services to uninsured and underinsured NH residents living with Human Immunodeficiency Virus (HIV), statewide; and outpatient/ambulatory health services to individuals enrolled in the NH TBFA Program which provides financial assistance for medical services to uninsured and underinsured NH residents with active TB, suspect active TB, high-risk latent TB infection (LTBI) statewide.

2. Scope of Services

- 2.1. The selected vendor(s) must act as a representative of the NH CARE Program and NH TBFA Program to provide outpatient/ambulatory health services, including medical visits, laboratory testing, medical tests, and as a case management option Directly Observed Therapy (DOT) including when reasonable by a video DOT monitoring system that meets the Departments security and confidentiality requirements.
- 2.2. The selected vendor(s) must maximize billing to private and commercial insurances, Medicare, and Medicaid, for all reimbursable services rendered. The Department is the payer of last resort.
- 2.3. The selected vendor(s) must adhere to the NH CARE Program Schedule of Fee's policy. The NH CARE Program has a schedule of charges policy that



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discounts all fees and charges to \$0 dollars for all clients. The vendor shall not charge the client additional cost.

- 2.4. The selected vendor(s) must invoice NH CARE Program and the NH TBFA Program respectively for services using a health insurance claim form or reasonable facsimile; additional invoicing methods may be approved by the program; services shall be reimbursed at NH Medicaid rates.
- 2.5. The selected vendor(s) must participate in an annual site visit with NH Division of Public Health Services (DPHS) staff in accordance with Appendix E Standards of Care for New Hampshire HIV/AIDS Services and Appendix D Core Medical Svcs Annual Monitoring Site Visit Process.
- 2.6. The selected vendor(s) must participate in periodic Technical Assistance (TA) monitoring calls with the Department.
- 2.7. The selected vendor(s) must collect, process, transmit, and store client level data in a secure, electronic format as specified by the program or if reasonable via CAREWare for the completion of annual reports.
- 2.8. The selected vendor(s) must notify the NH CARE Program and TBFA Program in writing of any newly hired administrator, clinical coordinator or any staff person essential to carrying out the contracted services and include a copy of the individual's resume, within thirty (30) days of hire.
- 2.9. Upon approval of the agreement by the Executive Council the selected vendor(s) are eligible to apply for a micro-grant of up to \$5,000 to assist with the implementation of a quality improvement project focused on improving health outcomes, patient care, and/or patient satisfaction in accordance with the NH CARE Program micro-grant requirements to submit a proposal.
- 2.10. Micro-grants must be approved by the NH Care Program Manager prior to funds being allocated to the Vendor(s).

3. COMPENSATION & CONTRACT VALUE

- 3.1. Funds for NH CARE Program Outpatient/Ambulatory Health Services are anticipated to be available in the amounts of \$100,000 for State Fiscal Year 2019, \$100,000 for State Fiscal Year 2020, and \$75,000 for nine (9) months, July 1, 2021 through March 31, 2021 State Fiscal Year 2021 across all Vendors statewide. Services will be limited to outpatient/ambulatory health services; inpatient, urgent care and emergency room services will not be covered. Services will be reimbursed at NH Medicaid rates.
- 3.2. Funds for NH TBFA Program Services are anticipated to be available in the amount of \$50,000 for State Fiscal Year 2019, \$50,000 for State Fiscal Year



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2020, and \$37,000 nine (9) months, July 1, 2020 through March 31, 2021 State Fiscal Year 2021 across all Vendors statewide. Services will be limited to outpatient/ambulatory services; inpatient, urgent care and emergency room services will not be covered. Services will be reimbursed at NH Medicaid rates.

- 3.3. NH CARE Program is seeking vendor(s) to implement a quality improvement project. The rate of compensation for State Fiscal Year 2019 \$5,000 budgeted, \$5,000 State Fiscal Year 2020, and \$3,750 nine (9) months July 1, 2020 through March 31, 2021 State Fiscal Year 2021. This amount is anticipated to be available based upon the availability and continued appropriation of funds in the future operating budget.

4. CONTRACT PERIOD

- 4.1. The applicant must be available to begin providing services on date of Governor and Executive Council approval of the Agreement, and must continue to provide services until March 31, 2021, with the potential of an extension of up to three additional years, contingent upon satisfactory Vendor performance, continued funding and Governor and Executive Council approval.



APPENDIX J

Home & Community-Based Health & TBFA Services

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The subrecipient (Vendor) is an extension of the direct recipient; therefore, the Vendor will adhere to all applicable legislative and programmatic requirements as it carries out the agreed-upon services under the scope of the contract in accordance with state and federal laws. Special attention is called to the following statutory responsibilities: the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act legislation, administered by the U.S. Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA), HIV/AIDS Bureau (HAB) and the Tuberculosis Financial Assistance (TBFA) Program. The Vendor must ensure that those funds are utilized for their intended purpose and must expend those funds in compliance with requirements set forth in the Human Resources Services Administration (HRSA) National Monitoring Standards, as instructed by the Division of Public Health (DPHS). The National Monitoring Standards may be found online:

Fiscal Standards:

<https://hab.hrsa.gov/sites/default/files/hab/Global/fiscalmonitoringpartb.pdf>

Program Standards:

<http://hab.hrsa.gov/manageyourgrant/files/programmonitoringpartb.pdf>

Universal Standards:

<http://hab.hrsa.gov/manageyourgrant/files/universalmonitoringpartab.pdf>

- 1.2. The selected vendor (s) must adhere to the NH statute RSA-141C:

<http://www.gencourt.state.nh.us/rsa/html/X/141-C/141-C-mrg.htm>

and Administrative Rules HeP-301.05:

http://www.gencourt.state.nh.us/rules/state_agencies/he-p.html

that require reporting of suspect or confirmed cases of Tuberculosis disease within 24 hours. Reports can be called into the Bureau of Infectious Disease Control or reported using the Communicable Disease Reporting Form.

- 1.3. The Vendor must follow the Centers for Disease Control Guidelines for the Treatment of Tuberculosis (2003), Guidelines for the Treatment of Preventing Tuberculosis (2005), and Targeted Tuberculin Testing and Treatment of Latent Tuberculosis Infection (2000):

- <https://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm>



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- https://www.cdc.gov/mmwr/preview/mmwrhtml/rr5417a1.htm?s_cid=rr5417a1_e
 - <https://www.cdc.gov/mmwr/preview/mmwrhtml/rr4906a1.htm>
- 1.4. The Vendor will ensure Home & Community-Based Health & TBFA Services are provided by a New Hampshire licensed Nurse and be free from any mental or physical impairment or condition which would preclude his/her ability to competently perform the essential functions or duties under this agreement.
 - 1.5. The Vendor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
 - 1.6. The Vendor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the services described herein, the State Agency has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
 - 1.7. The Vendor must provide home & community-based health services to individuals enrolled in the NH CARE Program which provides financial assistance for medical services to uninsured and underinsured NH residents living with Human Immunodeficiency Virus (HIV), statewide; and Tuberculosis (TB) home health services to individuals enrolled in the NH TBFA Program which provides financial assistance for medical services to uninsured and underinsured NH residents with active TB, suspect active TB, or high-risk latent TB infection (LTBI) statewide.

2. Scope of Services

- 2.1. The selected vendor(s) must act as a representative of the NH CARE and NH TBFA Program to provide skilled nursing visits, homemaker services and as a case management option Directly Observed Therapy (DOT) including when reasonable by a video DOT monitoring system that meets the Departments security and confidentiality requirements or Provide Tuberculosis medication treatment assistance to clients who have active Tuberculosis, suspect active Tuberculosis, or high-risk latent Tuberculosis infection (LTBI).
- 2.2. The selected vendor(s) must utilize employee safety equipment as appropriate for patient care, for clients who are suspected or confirmed to have infectious TB Disease.



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- 2.3. The selected vendor(s) must invoice NH CARE Program and the NH TBFA Program respectively for services using a health insurance claim form or reasonable facsimile; additional invoicing methods may be approved by the program; services shall be reimbursed at NH Medicaid rates.
- 2.4. The selected vendor(s) must maximize billing to private and commercial insurances, Medicare, and Medicaid, for all reimbursable services rendered. The Department is the payer of last resort.
- 2.5. The selected vendor(s) must participate in an annual site visit with NH Division of Public Health Services (DPHS) staff in accordance with Appendix E Standards of Care for New Hampshire HIV/AIDS Services and Appendix D Core Medical Svcs Annual Monitoring Site Visit Process.
- 2.6. The selected vendor(s) must provide client level data in a secure, electronic format as specified by the program or if reasonable via CAREWare for the completion of annual reports.
- 2.7. The selected vendor(s) must notify the NH CARE Program and TBFA Program in writing of any newly hired administrator, clinical coordinator or any staff person essential to carrying out the contracted services and include a copy of the individual's resume, within thirty (30) days of hire.
- 2.8. Upon approval of the agreement by the Executive Council the selected vendor(s) are eligible to apply for a micro-grant of up to \$5,000 to assist with the implementation of a quality improvement project focused on improving health outcomes, patient care, and/or patient satisfaction in accordance with the NH CARE Program micro-grant requirements to submit a proposal.
- 2.9. Micro-grants must be approved by the NH Care Program Manager prior to funds being allocated to the Vendor(s).

3. COMPENSATION & CONTRACT VALUE

- 3.1. Funds for NH CARE Program Home and Community-Based Health Services are anticipated to be available in the amounts of \$20,000 for State Fiscal Year 2019, \$20,000 for State Fiscal Year 2020, and \$15,000 nine (9) months, July 1, 2021 through March 31, 2021 State Fiscal Year 2021 across all vendors statewide. Services will be reimbursed at NH Medicaid rates.
- 3.1. Funds for TBFA Services are anticipated to be available in the amount of \$20,000 for State Fiscal Year 2019, \$20,000 for State Fiscal Year 2020, and \$15,000 nine (9) months, July 1, 2020 through March 31, 2021 State Fiscal Year 2021 across all vendors statewide. Services will be reimbursed at NH Medicaid rates.



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- 3.2. NH CARE Program is seeking vendor(s) to implement a quality improvement project. The rate of compensation for State Fiscal Year 2019 \$5,000 budgeted, \$5,000 State Fiscal Year 2020, and \$3,750 nine (9) months, July 1, 2020 through March 31, 2021 State Fiscal Year 2021. This amount is anticipated to be available based upon the availability and continued appropriation of funds in the future operating budget.

4. CONTRACT PERIOD

- 4.1. The applicant must be available to begin providing services on date of Governor and Executive Council approval of the Agreement, and shall continue to provide services until March 31, 2021, with the potential of an extension of up to three additional years, contingent upon satisfactory Vendor performance, continued funding and Governor and Executive Council approval.



APPENDIX K

NH CARE CORE MEDICAL SERVICES, TBFA, AND EIS ANNUAL MONITORING SITE VISIT PROCESS

Annual Monitoring Site Visit Process – NH Ryan White Part B

Purpose of the Site Visit

The Health Resources Services Administration (HRSA), Health Administration Bureau (HAB), National Monitoring Standards require that the Ryan White HIV/AIDS Program Part B Recipient conduct annual site visits with each Subrecipient to ensure compliance on proper use of federal grant funds and adherence to fiscal, clinical, programmatic, and professional guidelines put in place.

The National Monitoring Standards may be found online:

Fiscal Standards: <https://hab.hrsa.gov/sites/default/files/hab/Global/fiscalmonitoringpartb.pdf>

Program Standards: <http://hab.hrsa.gov/manageyourgrant/files/programmonitoringpartb.pdf>

Universal Standards:

<https://hab.hrsa.gov/sites/default/files/hab/Global/universalmonitoringpartb.pdf>

Monitoring Standards FAQs: <http://www.ccbh.net/s/programmonitoringfaq.pdf>

Including Tuberculosis Care Services subrecipient adherence to the **NH statute RSA-141C:**

<http://www.gencourt.state.nh.us/rsa/html/X/141-C/141-C-mrg.htm> and **Administrative Rules HeP-301.05:** http://www.gencourt.state.nh.us/rules/state_agencies/he-p.html

NHRWCP Service Provider Responsibility

- Providers are required to maintain an individual case record or medical record for each client served.
- All billed services match services documented in records.
- All records are kept in a secure place and in an organized fashion.
- Providers review and are familiar with service monitoring tools.
- Assembling and preparing all necessary records and materials for completion of the service monitoring tools by the Recipients.
- Have knowledgeable staff available to answer questions that may arise.
- Make available to the Recipient all materials requested during monitoring visit.
- Submit to the Recipient a completed *Site Visit Monitoring Tool* form within one week of receipt of electronic notification of site visit.

NHRWCP – Part B Recipient Responsibility Prior to the Visit

- Providers will be notified electronically no later than fifteen days prior to an on-site visit of the date and time of visit.
- The electronic notification will include confirmation letter, day of site visit agenda, Fiscal and Programmatic Checklists and monitoring tool.
- No later than two (2) days before the monitoring site visit the Recipient shall provide a Monitoring Site Visit Random Sample Memo – list of records to be reviewed.

NHRWCP – Part B Recipient Responsibility during the Site Visit

Conduct Opening Discussion



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- Upon arrival at the monitoring location, Recipient staff will meet with appropriate provider staff to discuss the purpose of the visit, review prior year monitoring outcomes, and address any questions the provider staff may have. The provider staff will be asked to explain how their charts or electronic medical records are organized so that data is accurately collected.

Perform Monitoring

- Recipient staff will review the requested records and documents as outlined in the site visit conformation letter, using the monitoring tools. A random sample of client records is chosen for review as a means of verifying that services are being provided in accordance with established standards and recorded accurately. In order to ensure efficiency and accuracy of the monitoring process, appropriate provider staff must be available to Recipient staff when needed throughout the monitoring process.

Conducting Closing Discussion

- At the completion of the monitoring site visit, Recipient staff will summarize initial findings, highlighting strengths and areas in which there is opportunity for growth, and also providing direction and offering technical assistance on interim action steps (if necessary). Finally, the provider will be notified that formal written report of the visit will be sent.

NHRWCP – Part B Recipient Responsibility Following the Site Visit

Recipient will send a formal written report of the site visit findings

- A formal written report summarizing the monitoring site visit, including findings and recommendations, will be sent to each provider.

Conduct additional site visits as necessary

- Recipient office reserves the right to conduct additional site visits as necessary to verify the implementation of any recommended quality improvement activities.

Random Sampling

The sample population is randomly selected from a pool of unduplicated Ryan White clients who received services during the designated audit period. The number of charts selected for review is based on suggested sample size methodology provided through a National Monitoring Standards technical assistance webinar. Please note that the random selection of unduplicated clients may change at the discretion of the Recipient staff. An estimate of sample sizes is listed below:

- 51-100% of files/charts for service types with **50 clients or fewer**
- 25-50% of files/charts for service types with **51 to 100 clients**
- 10% of files/charts for service categories with **101 to 999 clients**

Additional Considerations

Newly funded/contracted Providers

- For newly funded/contracted providers in a grant year, the Recipient will conduct an orientation site visit within six months of commencement of services. This site visit is an



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NH CARE CORE MEDICAL SERVICES, TBFA, AND EIS ANNUAL MONITORING SITE VISIT PROCESS

opportunity for the Recipient staff to give an overview of the roles and responsibilities of the Recipients and Subrecipient or provider.

- The orientation site visit will consist of a review of the monitoring tools, a review of the program, fiscal, and service delivery requirements.

Abbreviated Site Visit (Technical Conference Call)

- For providers who deliver billable services to 10 or fewer clients within a contract year, the Recipient will conduct an abridged site visit by way of a brief technical conference call. This call is an opportunity for the recipient staff to provide technical support and collaborate with the subrecipient.